

1. October 5, 2021 Meeting Agenda

Documents:

[10052021 MEETING AGENDA.PDF](#)

1.I. October 5, 2021 Final Agenda

Documents:

[10052021 MEETING AGENDA_FINAL.PDF](#)

2. October 5, 2021 Agenda Material

Documents:

[10052021 AGENDA MATERIAL.PDF](#)



Effingham County
Georgia
Board of Commissioners

(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING

October 05, 2021 – 5:00 PM

Effingham County Administrative Complex
Meeting Chambers

601 North Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action Statute (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total \$250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

"Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons."

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Virtual Meeting Information:

Zoom link: <https://zoom.us/j/98715219287?pwd=ZHBjOFRmVXJZak0vakJVbXN6L3lTZz09>

Phone Number: **1-929-436-2866**

Meeting ID: **987 1521 9287**

Access Code: **901128**

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes**
- VII. Public Comments** - Agenda Items ONLY
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Consent Agenda**
 - 1. [2021-503 Calendar]**
Consideration to approve the 2022 County Holidays Schedule with the addition of Juneteenth as a recognized paid holiday

2. **[2021-504 Permit]**

Consideration to approve an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Subdivision on Saturday, October 30th, beginning at 6:00 pm

X. Old Business

1. **[2021-450 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Greg Coleman**, as agent for **Cowan Investments, LLC** to rezone 71.24 acres located on Old Augusta Road from **R-1 to I-1 Heavy Industrial** for the development of industrial warehouse Map# 476 Parcel# 4B & 4D in the Fifth District (*postponed from the 09/07/2021 commission meeting*)

2. **[2021-451 2nd Reading]**

Consideration to approve the Second Reading of an application by **Greg Coleman**, as agent for **Cowan Investments, LLC** to rezone 71.24 acres located on Old Augusta Road from **R-1 to I-1 Heavy Industrial** for the development of industrial warehouse Map# 476 Parcel# 4B & 4D in the Fifth District (*postponed from the 09/07/2021 commission meeting*)

3. **[2021-452 Public Hearing]** *Teresa Concannon*

The Planning Board recommends denying an application by **Greg Coleman**, as agent for **Cowan Investments, LLC** for a Variance located on Old Augusta Road from the required buffers between I-1 Heavy Industrial and R-1 and AR-1 zoning districts Map# 476 Parcel# 4B & 4D in the Fifth District (*postponed from the 09/07/2021 commission meeting*)

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5. **[2021-454 Sketch Plan]** *Teresa Concannon*

The Planning Board recommends denying an application by **Greg Coleman**, as agent for **Cowan Investments, LLC** for a Sketch Plan for the Cowan property located on Old Augusta Road Map# 476 Parcel# 4B & 4D in the Fifth District (*postponed from the 09/07/2021 commission meeting*)

XI. New Business

1. **[2021-505 Contract]** *Clint Hodges*

Consideration to approve a Contract with American Signal Corporation (ASC) for a mass notification system as recommended by Emergency Management

2. **[2021-506 Purchase]** *Clint Hodges*

Consideration to approve for the Purchase of turnout gear for Fire Rescue

3. **[2021-507 Agreement/Resolution]**

Consideration to approve a revised Intergovernmental Agreement and a Resolution of Support (#021-049) between Effingham County and the Effingham County Hospital Authority

4. **[2021-508 Grant]** *Mark Barnes*

Consideration to approve to ratify and affirm to contract with the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant Program for a grant award

5. **[2021-509 Purchase]** *Alison Bruton*

Consideration to approve for the Purchase of two (2) stretchers to be installed in new ambulances for Emergency Medical Services (EMS)

6. **[2021-510 Quote]** *Alison Bruton*

Consideration to approve and affirm ratification of a Quote submitted by Sirius American Insurance Company for catastrophic inmate medical insurance for the Effingham County Jail

7. **[2021-511 Agreement]** *Eric Larson*

Consideration to approve a Reuse Agreement for cost share in the upsizing of the reuse line extension along Blue Jay Road from six (6) inches to twelve (12) inches

8. **[2021-512 Change Order]** *Eric Larson*

Consideration to approve Change Order #1 with Rain-n-Shine Irrigation LLC. related to the McCall Park project.

9. **[2021-513 Contract]** *Sarah Mausolf*

Consideration to approve a Contract with Metropolitan Life Insurance Company (MetLife) for employee dental and vision insurance for the year 2022

10. **[2021-514 Contract]** *Sarah Mausolf*

Consideration to approve to renew the Contract with Meritain for 2022 year.

XII. Reports from Commissioners & Administrative Staff

XIII. Executive Session - Discussion of Personnel, Property and Pending Litigation

XIV. Executive Session Minutes - No executive session was held, no minutes to be approved.

XV. Adjournment



(FINAL) BOARD OF COMMISSIONERS REGULAR MEETING
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Access Code: **901128**

- I. Call to Order -5:06 pm**
- II. Roll Call – Corbitt/Floyd/Burdette/Deloach/Loper/Kieffer**
- III. Invocation – offered by Chairman Corbitt**
- IV. Pledge to the American Flag-sounded in unison**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda – *(approved with addition of an Appearance from Woody Bagley on Effingham Parkway, moved Consent Agenda Items# 1 and 2 to New Business# 11 and 12.)*
- VI. Minutes – approved as read**
- VII. Public Comments - Agenda Items ONLY**
Appearance – Woody Bagley, related to Effingham Parkway
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.

~~IX. Consent Agenda- (moved to New Business Item# 11-12)~~

~~1. [2021-503 Calendar]-~~

~~Consideration to approve the 2022 County Holidays Schedule with the addition of Juneteenth as a recognized paid holiday~~

~~2. [2021-504 Permit]~~

~~Consideration to approve an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Subdivision on Saturday, October 30th, beginning at 6:00 pm~~

X. Old Business

1. [2021-450 Public Hearing] *Teresa Concannon (approved with stipulations)*

The Planning Board recommends approving an application by **Greg Coleman**, as agent for **Cowan Investments, LLC** to rezone 71.24 acres located on Old Augusta Road from **R-1 to I-1 Heavy Industrial** for the development of industrial warehouse Map# 476 Parcel# 4B & 4D in the Fifth District (*postponed from the 09/07/2021 commission meeting*)

2. [2021-451 2nd Reading] - (*approved 2nd Reading*)

Consideration to approve the Second Reading of an application by **Greg Coleman**, as agent for **Cowan Investments, LLC** to rezone 71.24 acres located on Old Augusta Road from **R-1 to I-1 Heavy Industrial** for the development of industrial warehouse Map# 476 Parcel# 4B & 4D in the Fifth District (*postponed from the 09/07/2021 commission meeting*)

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4. [2021-453 2nd Reading]- (*approved 2nd Reading*)

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2. **[2021-506 Purchase]** *Clint Hodges (approved)*
Consideration to approve for the Purchase of turnout gear for Fire Rescue
3. **[2021-507 Agreement/Resolution]** *Tim Callanan (approved)*
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Consideration to approve to ratify and affirm to contract with the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant Program for a grant award
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Consideration to approve to renew the Contract with Meritain for 2022 year
11. **[2021-503 Calendar] – moved from Consent Agenda** *(approved)*
Consideration to approve the 2022 County Holidays Schedule with the addition of Juneteenth as a recognized paid holiday
12. **[2021-504 Permit] – moved from Consent Agenda** *(approved)*
Consideration to approve an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Subdivision on Saturday, October 30th, beginning at 6:00 pm

XII. Reports from Commissioners & Administrative Staff

Tim Callanan/Stephanie Johnson/Comm. Kieffer/Comm. Burdette

XIII. Executive Session - Discussion of Personnel, Property and Pending Litigation – *no executive session was held*

XIV. Executive Session Minutes - No executive session was held, no minutes to be approved.

XV. Adjournment -6:57 pm



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XIII. Executive Session - Discussion of Personnel, Property and Pending Litigation

XIV. Executive Session Minutes - No executive session was held, no minutes to be approved.

XV. Adjournment

Staff Report

Subject: Addition of Juneteenth as a paid County Holiday
Author: Sarah Mausolf, Assistant Director
Department: Human Resources
Meeting Date: October 5, 2021
Item Description: Consideration to approve the 2022 County Holidays Schedule with the addition of Juneteenth as a recognized paid holiday.

Summary Recommendation

Staff is requesting approval to add Juneteenth (June 19th) as a paid County Holiday in recognition of the final ending of slavery in the last state that permitted slavery, Texas.

Executive Summary

On June 19th, 1865, Major General Gordon Granger arrived in Galveston, Texas with news the war was over and that all persons enslaved were now free. This information was provided to the people of Texas in General Order Number 3, which was read to the people by General Granger. This happened two and a half years after the Emancipation Proclamation had become official on January 1, 1863.

Texas made Juneteenth a national holiday on January 1, 1980. All states, except for South Dakota recognize Juneteenth as either a state holiday or day of observance. Of the 49 states that acknowledge Juneteenth in one way or another, Texas, Virginia, New York, Washington, Illinois and Pennsylvania are the only states that recognize it as an official paid holiday for state employees (2021).

Background

Increased awareness of the background and history and Juneteenth is at an all-time high. This date serves as an opportunity to cherish freedom but to also acknowledge the history of slavery in the United States. A movement calling for making Juneteenth a holiday has been growing in popularity since the protests against police brutality and racial injustice started throughout the United States (2020).

Alternatives for Commission to Consider

1. Approve the 2022 County Holidays Schedule with the addition of Juneteenth as a recognized paid holiday.
2. Approve the 2022 County Holidays Schedule without the addition of Juneteenth as a recognized paid holiday.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: Alternative 2.

Department Review: County Manager, Human Resources

Funding Source: Budget will be impacted, cost of an additional paid holiday would be approximately \$57,000.

Attachments: 2022 County Holidays Schedule with and without Juneteenth, Other Georgia municipalities that have and have not added Juneteenth as a paid holiday.



Effingham County Board of Commissioners

2022 County Holidays

Holiday	Date Observed	
New Year's Day	Friday	12/31/2021
Martin Luther King, Jr. Day	Monday	01/17/2022
Presidents' Day	Monday	02/21/2022
Memorial Day	Monday	05/30/2022
Juneteenth Day	Monday	06/20/2022
Independence Day	Monday	07/04/2022
Labor Day	Monday	09/05/2022
Columbus Day	Monday	10/10/2022
Veterans' Day	Friday	11/11/2021
Thanksgiving Day	Thursday	11/24/2022
Day After Thanksgiving	Friday	11/25/2022
Christmas Eve	Friday	12/23/2022
Christmas Day	Monday	12/25/2022

Per Effingham County Human Resources SOP:

"When a holiday falls on a Saturday, it is observed on the Friday before; if the holiday falls on a Sunday, it is observed on the following Monday."



Effingham County Board of Commissioners

2022 County Holidays

Holiday	Date Observed	
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Memorial Day	Monday	05/30/2022
Independence Day	Monday	07/04/2022
Labor Day	Monday	09/05/2022
Columbus Day	Monday	10/10/2022
Veterans' Day	Friday	11/11/2021
Thanksgiving Day	Thursday	11/24/2022
Day After Thanksgiving	Friday	11/25/2022
Christmas Eve	Friday	12/23/2022
Christmas Day	Monday	12/25/2022

Per Effingham County Human Resources SOP:

"When a holiday falls on a Saturday, it is observed on the Friday before; if the holiday falls on a Sunday, it is observed on the following Monday."

Municipalities that added Juneteenth as a Paid Holiday

Thomasville

Warner Robbins

Dougherty County

Conyers (calls it "Freedom Day")

Rockdale County

Albany

Rome

East Point

Covington

Lanier County

Echols County

Statesboro

Port Wentworth

Municipalities who have not added Juneteenth as a Paid Holiday

Lumpkin County

Riverdale

Bryan County

Rincon

Bulloch County

Savannah

Staff Report

Subject: Assemblage Permit (First District)
Author: Teresa Concannon, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: Consideration to approve an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Subdivision on Saturday, October 30, beginning at 6pm.

Summary Recommendation:

Staff recommends approval for an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Plantation on October 30, beginning at 6pm.

1. All Covid-19/CDC guidelines should be followed (if applicable at the time).

Executive Summary/Background:

- DeAnne Gordon requests an Assemblage Permit and road closure for Halloween Trick or Treating at Royal Oaks Plantation.
- Royal Oaks Plantation has been hosting this event for several years without incident. All participating homeowners and guests will be encouraged to follow CDC guidelines on protective mask wearing, social distancing, and use of hand sanitizer.
- An off-duty Sheriff's Deputy will be hired to oversee the entrance.

Alternatives for Commission to Consider

1 - Approve request for an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Plantation on October 30, beginning at 6pm.

2 - Deny request for an Assemblage Permit for Halloween Trick or Treating at Royal Oaks Plantation on October 30, beginning at 6pm.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

Funding Source: N/A

Attachments: 1. Assemblage permit application

APPLICANT NAME: DeAnne Gordon
 MAILING ADDRESS: 178 Royal Oak Dr., Guyton GA 31312
 PHONE: 912-663-2781
 PIN# (FOR SITE LOCATION): Map# _____ Parcel# _____

ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to DeAnne Gordon to hold a public gathering in the County of Effingham on Oct. 30, Oct. 31 at 6 am/pm. The gathering is to be held at said location known as Royal Oaks Plantation.

DESCRIPTION OF EVENT: Trick or Treating

SPECIAL CONDITIONS: Will hire Sheriff's Deputy to oversee the entrance.

WILL ALCOHOL BE SERVED DURING THIS EVENT? [] YES [☒] NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? [] YES [☒] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

ZONING ADMINISTRATOR
EFFINGHAM COUNTY

DATE

DATE AUTHORIZED BY
 EFFINGHAM COUNTY BOARD OF COMMISSIONERS: _____

County Clerk

CC: Effingham County Sheriff Department
 Effingham County Emergency Medical Services
 Volunteer Fire Department

Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: **Greg Coleman** as agent for **Cowan Investments, LLC** requests to **rezone** 71.24 acres from **R-1** to **I-1 Heavy Industrial**, for the development of industrial warehouses. Located on Old Augusta Road.

Map# 476 Parcel# 4B & 4D

Summary Recommendation: Staff have reviewed the application, and recommend **approval** of the request to **rezone** 71.24 acres from **R-1** to **I-1** for the development of industrial warehouses.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcels were part of a larger combination of parcels rezoned to R-1 and reviewed as a DRI (#1211) in 2007. Residential development plans have been reviewed, but land clearing permits have never been issued.
- The scale of the warehouse development exceeds the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project (DRI # 3397) warranted regional review; requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the Regional Future Development Map, which shows the project site area as: Developed - Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided.
- The project site is in a mixed use area, according to the Future Land Use map.
- Old Augusta Road is a county truck route, which can accommodate the proposed truck traffic.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 71.24 acres from **R-1** to **I-1** for the development of industrial warehouses, with the following conditions:
 1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
 2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
 3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
 4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
 5. Applicant must submit a sketch plan for review.
- Peter Smith seconded the motion. The motion carried unanimously.
- The applicant requested to be placed on the September 7 Board of Commissioners meeting agenda. At the September 7 meeting, the Board postponed the public hearing to October 5.

Alternatives

1 – Approve the request to **rezone** 71.24 acres from **R-1** to **I-1** Heavy Industrial, with the following conditions:

1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
5. Applicant must submit a sketch plan for review.

2 – Deny the request to **rezone** 71.24 acres from **R-1** to **I-1** Heavy Industrial.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Development Services

Funding Source: N/A

Attachments:

- | | |
|--|-------------------------|
| 1. Rezoning Application and Checklist | 4. Conceptual Site Plan |
| 2. Ownership Certificate/Authorization | 5. Aerial Photograph |
| 3. Deed | 6. DRI report |

ATTACHMENT AEFFINGHAM COUNTY REZONING AMENDMENT FORMSApplicant/Agent Greg Coleman Date June 23, 2021Applicant email address gcoleman@cci-sav.com Phone # 912-200-3041Property owner(s) Cowan Investments, LLC email brad@scmlc.netTelephone Number (912) 313-4653Mailing Address 500A Morgan Industrial Blvd. Savannah, GA 31407Property location NE corner of Old Augusta & Abercorn Rd.Present zoning R-1Proposed zoning I-1 (Heavy)Present land-use vacantProposed land-use WarehousingTax Map # _____ Parcel # 04760004B00
04760004D00 Lot # _____Total Acres 71.24 Acres to be rezoned 71.24Lot characteristics Wooded, vacant, 46.20 acres develop-ableWater X Public _____ Private _____
_____ Private Sewer X Public _____Proposed access Three proposed curb cuts on Old Augusta Rd.Justification The area is transitioning to an industrial use rather than a rural residential use.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North R-1 (Conservation) South AR-1East R-1 (Conservation) West AR-1, AR-2 & I-1

1

1. Describe the current use of the property you wish to rezone.

The current use is vacant.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

The zoning changes in the area are to industrial uses and therefore our proposed use is well positioned for the area. A residential use would not suit a heavily traveled truck route.

3. Describe the use that you propose to make of the land after rezoning.

Two warehouses Approximately 734,000 Sq. Ft. with associated employee and truck parking, and storm water management facilities.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone? Property to the north, owned by GDOT, to be held in conservation. Property to the east, owned by GDOT, to be held in conservation. Property to South, across Abercorn Rd. large tract

residential. Properties to the west, mix of residential and Industrial zoning, all vacant.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The zoning changes in the area are to accommodate industrial growth and uses. We are proposing a use consistent with the growth patterns in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.

2
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

5/21/2021, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2691 page 796-799.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature [Signature]
Print Brenda C. Brown

Owner's signature _____
Print _____

Owner's signature _____
Print _____



Sworn and subscribed before me this 21st day of JUNE, 2021.
[Signature]
Notary Public, State of Georgia

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

3



Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Brad Cowan, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

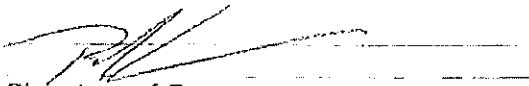
I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Greg Coleman
Date: 06/23/21

Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Telephone Number: 912-200-3041 Email: gcoleman@cci-sav.com


Signature of Owner

Owners Name (Print)

Personally appeared before me BRAD COWAN (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 21ST of June 2021

Tracie T. McIntyre
Notary Public

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

(Notary Seal)



4

ATTACHMENT C

EFFINGHAM COUNTY SITE PLAN REQUIREMENTS

All rezoning submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements.

- A. Dimensions of the property involved
- B. Location and dimensions of existing and/or proposed structures with the type of usage designated
- C. Access drives
- D. Setbacks
- E. Easements
- F. Rights-of-way
- G. Proposed or existing water, sewer and drainage facilities
- H. Buffers
- I. Off-street parking
- J. Watercourses, lakes or swamps acres
- K. Loading areas, signage and outdoor lighting (in case of commercial and industrial development)
- L. Recreational areas (in case of residential development)
- M. Proposed number of dwelling units and net acres available for building (in case of residential development).

BK:2691 PG:796-799

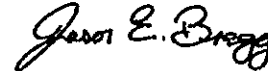
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FILED IN OFFICE
CLERK OF COURT
05/21/2021 11:40 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

7428341760
PARTICIPANT ID

PREPARED BY AND
WHEN RECORDED RETURN TO:

McManamy Jackson Hollis, LLC
415 Eisenhower Drive, No. 1
Savannah, Georgia 31406
File 1-2101830-ALS



REAL ESTATE
TRANSFER TAX
PAID: \$1,800.00
PT-61 051-2021-001638

(Above Space for Recorder's use only)

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed as of May 19, 2021, by ACCOMMODATION COMPANY X, LLC, a Georgia limited liability company, whose address is P.O. Box 15887, Tallahassee, Florida 32315 (hereinafter called the "Grantor"), in favor of Cowan Investments LLC, a Georgia limited liability company, whose address is 1208 Wilmington Island Road, Savannah, Georgia 31410 (hereinafter called the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situated in Chatham County, Fulton (the "Property"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances thereto belonging or in anywise incident or appertaining.

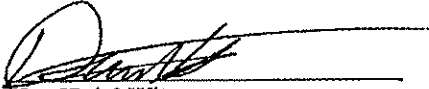
TO HAVE AND TO HOLD, all and singular the Property unto the Grantee and the Grantee's heirs or successors and assigns, forever.

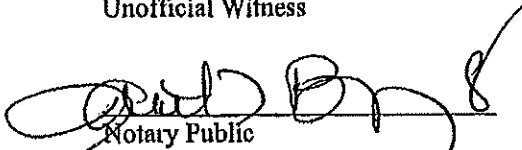
AND, Grantor does hereby does hereby bind the Grantor and the Grantor's heirs or successors, to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's heirs or successors and assigns, against the Grantor and those claiming by, through or under Grantor, but not otherwise.

This conveyance is made subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

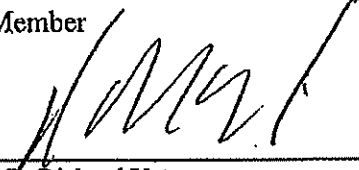

Notary Public

My Commission Expires: 8/21/24

GRANTOR:

ACCOMMODATION COMPANY X, LLC,
a Georgia limited liability company

By: Westchester South Investments, LLC, As
Sole Member

By:  (SEAL)
Name: R. Richard Yates
Title: Manager

[NOTARY SEAL]

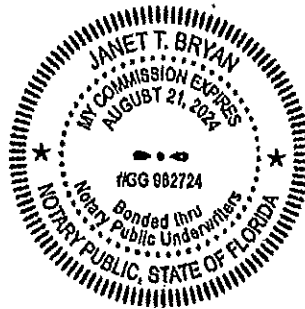


Exhibit A

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Tract 5 on a plat entitled "A Subdivision Plat of Old Augusta Road Development of a 779.61 Acre Portion of the Abercorn Creek Tract" prepared by EMC Engineering Services, Inc. for Del-A-RAE, INC. dated September 3, 2004, recorded in Plat Cabinet C58, Slide F-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract contains 33.26 acres, more or less. Said Tract was conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk's Office. Said deed and map are incorporated herein by reference.

Old Augusta Road
Tax PIN 04760004E00

AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, known as Tracts 1 and 3 upon a plat entitled "A Recombination Plat of Tracts 2, 3, 4 & 6 Old Augusta Road" prepared by EMC Engineering Services, Inc. for RMDC, Inc. dated April 15, 2015, recorded in Plat Cabinet D153, Slide D-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract 1 contains 68.75 acres, more or less and said Tract 3 contains 1.36 acres, more or less. Said Tracts were conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk's Office. Said deed and plat are incorporated herein by reference.

Old Augusta Road

Tract 1 Tax PIN 04760004D00
Tract 3 Tax PIN 04760004B00

Exhibit B**Permitted Exceptions**

- 1) Taxes for the year 2021 and subsequent years, and any additional taxes for the current year or any prior years as a result of any re-assessment or re-billing of taxes, which are not yet due or payable.
- 2) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 398, Effingham County, Georgia records.
- 3) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 401, Effingham County, Georgia records.
- 4) 30' Easement to Dixie Plywood Company contained in that certain Deed from Union Camp Corporation, a Virginia corporation dated February 25, 1969 recorded in Deed Book 147, Page 306, Effingham County, Georgia records.
- 5) Right of Way Easement dated December 19, 1980 recorded in Deed Book 198, Page 146, Effingham County, Georgia records.



Mary Igou

418 Wrigley Field Drive
Guyton, Georgia
(31312)

1 August 2021

Zoning Board

601 North Laurel Street
Springfield, Georgia
31329

To Whom It may Concern:

I am writing this letter in regard to a letter I received dated July 6, 2021. It is my understanding the meeting was not held due to all information not being collected. First of all I would like to see this request denied. However if it is approved I would like to request a 300 Foot buffer On Abercorn. I know this was done on Chimney road and would like to request the same honor. I have owned this property next to this for a number of years. My Father left me this property upon his death. Many of you may remember him (Billy Exley). So you can understand why this is so important to me. I plan to one day relocate to this property and need some privacy form this development. I know all of you want to see Effingham County remain this beautiful place it is today. We need to do all we can to make it a family friendly place to live. I thank you for your time and consideration. .

Sincerely,



Mary Nell Exley Igou

***DEVELOPMENT OF REGIONAL IMPACT
REPORT***

**Prepared for
Effingham County, Georgia
DRI #3397
Cowan Property
August 12, 2021**



*Prepared by:
Coastal Regional Commission
1181 Coastal Dr. SW
Darien, GA*

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1. APPLICATION INFORMATION

1.1 Jurisdiction

Effingham County, Georgia
DRI # 3397
Cowan Property

1.2 Applicant

Cowan Investments, LLC
500A Morgan Industrial Blvd., Savannah, GA 31407
912-313-4653
brad@scmlc.net

2. PROJECT DESCRIPTION

2.1 Summary

The DRI is two wholesale & distribution warehouses totaling 734,000 SF and assorted associated truck parking and truck dock access. The project will be located at the NE Corner of Old Augusta Rd & Abercorn Rd. The actions being requested are a rezoning and a variance. The project is expected to be complete by January 2023.

The estimated value at build-out will be \$38,000,000, and will generate \$140,000 in annual local tax revenue.

3. PARCEL DATA

3.1 Size of Property

Site area: 71.24 ac; Upland area: +/-52.17 ac.

3.2 General Location

The site is located in Effingham County, at the NE Corner of Old Augusta Rd & Abercorn Rd.

According to the United States Census Bureau, the 2019 population of Effingham County was estimated to be 64,296.

4. LAND USE INFORMATION

4.1 Site Map

The site plan for use of the property is attached.

4.2 Built Features

The site is currently vacant.

4.3 Future Development Map Designation (Character Area)

According to the Effingham County Future Land Use Map from their Comprehensive Plan, the project site is currently located in an area designated as Mixed Use. According to the plan, "this category is applied at the discretion of the community. If used, mixed land categories must be clearly defined, including the types of land uses allowed, the percentage distribution among the mix of uses (or other objective measure of the combination), and the allowable density of the use.

4.4 Zoning District

According to Effingham County, the property is currently zoned R-I Single-Family Residential. The proposed zoning is I-1 Heavy Industrial.

5. CONSISTENCY AND COMPATIBILITY ANALYSIS

5.1 Consistency with the Comprehensive Plan

The Effingham County Comprehensive Plan was adopted in 2019. The Future Land Use Map designates the DRI property for Mixed Use.

6. CONSISTENCY WITH REGIONAL PLAN OF COASTAL GEORGIA

6.1 Regional Development Map and Defining Narrative

The Regional Development Map illustrates the desired future land use patterns from the regions' Areas Requiring Special Attention and the regions' Projected Development Patterns using the following categories:

- | | |
|-----------------|---------------|
| a. Conservation | c. Developed |
| b. Rural | d. Developing |

The Regional Future Development Map illustrates the area as Developed. This category is defined as "Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided."

6.2 Guiding Principles of the Regional Plan

Guiding Principles identify those overarching values which are to be utilized and evaluated for all decisions within the region. This section provides the analysis of the consistency between the proposed DRI and the Guiding Principles in the Regional Plan.

6.3 Guiding Principles for Water and Wastewater

Seven guiding principles are identified in the Regional Plan for water and wastewater:

1. Require the use of green building strategies to minimize water demand.
2. Promote the use of a standardized protocol to forecast water needs to meet reasonable future water needs throughout region.
3. Promote use of purple pipe and grey water techniques and use of surface water in addition to groundwater where appropriate.
4. Promote water conservation through use of a tiered rate system.
5. Promote the use of the best available technology, dependent on soil type, for wastewater treatment.
6. Large areas of Coastal Georgia are beyond the reach of urban wastewater infrastructure, or centralized wastewater treatment facilities. To ensure sustainable communities, require proper siting, design, construction, use, and maintenance of decentralized wastewater treatment, or ISTS (Individual Sewage Treatment Systems).
7. Pursue regional coordination in provision of water and wastewater facilities.

6.4 Guiding Principles for Stormwater Management

Five guiding principles are identified in the Regional Plan for Stormwater Management:

1. Encourage development practices and sitings that do not significantly impact wetlands and habitat areas or allow for the preservation and conservation of wetlands and habitat areas through appropriate land use practices.
2. Promote the use of coast-specific quality growth principles and programs, such as the Green Growth Guidelines, Earthcraft Coastal Communities and the Coastal Supplement to the Georgia Stormwater Management Manual, to guide site planning and development.
3. Minimize impervious coverage wherever possible. The level of impervious cover in a development, rather than population density, is the best predictor of whether development will affect the quality of water resource.
4. Develop stormwater programs across the region.
5. Pursue State-level funding for regional water quality monitoring activities due to the statewide importance of coastal waters and estuaries.

6.5 Guiding Principles for Transportation

Seven guiding principles are identified in the Regional Plan for Transportation:

1. Provide the forum and the support to coordinate regional multi-modal transportation, including rail, airports, and public transportation, and also the planning and development of street connectivity and transit-oriented developments.
2. Promote the establishment of regional transportation compact(s) to provide a forum for local governments and MPO's to communicate and discuss transportation issues and decisions in the Coastal Region. These compacts do not replace the existing federal and State processes mandated in law, but provide a forum to communicate issues, ideas and discussions.
3. Promote coordination among agencies and jurisdictions in development of a region-wide, multi-modal transportation network, including transit, where applicable.
4. Encourage the coordination of transportation network improvements and land use planning.
5. Promote coordinated public infrastructure and school location planning with land use planning.
6. Maintain a human scale environment with context sensitive design practices.
7. Work to establish dedicated revenue source(s) for transportation improvements.

6.6 Guiding Principles for Historic and Cultural Resources

Eleven guiding principles are identified in the Regional Plan for Historic and Cultural Resources:

1. Encourage local governments to examine proposed development areas prior to development approval and require mitigation to significant resources.

2. Encourage development practices and sitings that do not significantly impact cultural and historical areas.
3. Maintain viewsheds of significant cultural and historic assets.
4. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
5. Designate culturally and/or archaeological and/or historically significant resource management areas for potential acquisition and/or protection.
6. Educate residents and visitors regarding the statewide importance of this region's cultural and historic resources.
7. Encourage utilization and cooperation of museums, universities, foundations, non-government organizations, professional associations, and private firms to advise and monitor management.
8. Promote the establishment of partnerships for the development and utilization of incentives to restore, remediate or reuse cultural resources as appropriate.
9. Compile the traditional lore and knowledge of local people and integrate their understandings and practices into planning and development.
10. Encourage coordination among agencies and jurisdictions in developing and funding heritage conservation land uses and ensuring public access to publicly held and supported conservation areas.
11. Promote designation of Main Street and Better Home Town Communities.

6.7 Guiding Principles for Natural Resources

Twenty guiding principles are identified in the Regional Plan for Natural Resources:

1. Promote the protection, restoration, enhancement and management of natural resources.
2. Continue the traditional use of land and water (such as farming, forestry, fishing, etc.) as feasible, provided that any significant impacts on resources can be prevented or effectively mitigated.
3. Protect and enhance Coastal Georgia's water resources, including surface water, groundwater, and wetlands and ground water recharge areas.
4. Protect and enhance water quality, quantity and flow regimes.
5. Commit to investing in the protection of natural resources before any restoration and/or remediation is needed.
6. Encourage the restoration and protection of wetlands to provide flooding, storm and habitat protection.
7. Maintain viewsheds of significant natural resources.
8. Enhance access to natural resources for recreation, public education, and tourist attractions as appropriate within the protection mission.
9. Encourage utilization of universities, foundations, and non-government organizations to advise, monitor, and enhance management.

10. Promote the establishment of partnerships and funding mechanisms for the development and utilization of incentives to restore, rehabilitate, protect or reuse natural resources as appropriate.
11. Encourage development practices and sitings that do not significantly impact environmentally sensitive areas.
12. Promote low impact design practices that protect natural resources.
13. Promote to local governments a program of monitoring installation and impacts of individual and community docks along the coast.
14. Promote the monitoring of cumulative impacts of waterfront development along the coast.
15. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
16. Encourage the development and use of a method to place a value on ecosystem services.
17. Promote the identification of innovative funding sources and development of ecosystem services markets (e.g. carbon, storm buffers, traditional land and water uses).
18. Promote the Adopt-a-Wetland program in areas that can be used as reference sites and that are within projected development areas.
19. Encourage coordination among agencies and jurisdictions in developing and funding conservation land uses and ensuring public access to publicly held and supported conservation areas.
20. Encourage coordination among agencies in studying the impacts of climate change and sea level rising.

6.8 Guiding Principles for Regional Growth Management

Twenty-three guiding principles are identified in the Regional Plan for Growth Management:

1. Encourage development that enhances the desired character of each of the region's cities and towns.
2. Avoid establishment of new land uses which may be incompatible with existing adjacent land uses.
3. Protect our military installations from land use changes that jeopardize their mission through creation or implementation of Joint Land Use Studies (JLUS).
4. Promote growth in those areas that can be efficiently served by infrastructure, such as water, wastewater and transportation.
5. Encourage infill development as an alternative to expansion.
6. Focus new development in compact nodes that can be served by public or community infrastructure providers.
7. Maintain and enhance the scenic character of our rural highways and county roads.
8. Encourage clustered developments, particularly in areas that are suitable and proposed for development, that maximize open spaces, protect natural, cultural and historic resources, preserve wildlife habitat, and include green, low impact development strategies.

9. Encourage local governments to allow green, low impact developments as an alternative to traditional development standards and develop incentives encouraging their use.
10. Limit development in sensitive areas located near marshes and waterways, to low impact development that maintains our coastal character, while recognizing and protecting the sensitive environment.
11. Strongly encourage that new developments have minimal impacts on vital wetlands, coastal hammocks, marshes, and waterways.
12. Discourage lot-by-lot water and wastewater treatment systems for multiple lot developments.
13. Promote green building techniques to maximize energy efficiency and water conservation and minimize post construction impacts on the environment.
14. Encourage the development of a "transfer of development rights" (TDR) program.
15. Encourage development and compliance with minimum uniform land use and development standards for all local governments to adopt within the region.
16. Encourage coordination among agencies and jurisdictions in land use planning, regulation, review and permitting.
17. Promote affordable housing options.
18. Encourage the placement of new schools near existing infrastructure.
19. Partner with state, federal, non-governmental organizations and local governments to provide guidance on critical natural areas, land conservation efforts, and land use practices within each jurisdiction. Provide assistance in all outreach efforts forthcoming from this initiative.
20. Pursue opportunities for continuing education as it relates to regional issues.
21. Encourage enactment of impact fees to defray costs of new development.
22. Consider planning and/or managing a catastrophic event.
23. Promote reduction, reuse and recycle practices.

6.9 Guiding Principles on Business and Industry

Fourteen guiding principles are identified in the Regional Plan for Business and Industry.

1. Promote strategic distributions of business and industry across the region consistent with natural, cultural, historic and industrial resource strategies and encourage partnerships and collaboration between economic development agencies.
2. Investigate ways to share costs and benefits across jurisdictional lines for both regional marketing and project support.
3. Incorporate community plans for the strategic use of land for manufacturing, distribution, etc., while recognizing and respecting natural resources and the unique differences between communities.
4. Coordinate with the Georgia Ports Authority (GPA) to identify their needs and identify mechanisms for the economic development industry

- to strengthen the GPA and its presence in logistics, distribution, and workforce development.
5. Leverage and incorporate the region's military installations (Fort Stewart Army Base, Hunter Army Airfield and Kings Bay Naval Base) and the Federal Law Enforcement Training Center to recruit economic development projects.
 6. Incorporate Herty Advanced Materials Development Center's experience and position as a development center for the commercialization of materials and create incentives to retain a portion of pilot plant opportunities as new Georgia industries and to assist development authorities in increasing recruitment win rates.
 7. Promote the historic nature, natural beauty and successful past and present performance of Coastal Georgia as a location site for film and clean high-tech industry and as a recruitment tool for opportunities.
 8. Incorporate the Center of Innovation's (COI) statewide logistics plan into a regional strategy to assist in the recruitment of companies and leverage as support for industry.
 9. Coordinate federal, State and local economic development funding programs and initiatives that affect the coast.
 10. Enhance workforce development by collaborating with business, industry, and planning of educational entities that provide necessary workforce skills.
 11. Increase existing industry retention and expansion rates.
 12. Promote downtown revitalization efforts to enhance job creation and location of business and offices within downtown areas.
 13. Incorporate current and future needs for housing, infrastructure, and natural resource protection into economic development initiatives.
 14. Encourage international economic developments that support strategic industry sectors.
 15. Enhance economic development and tourism opportunities by increasing cross functional communication.

6.10 Guiding Principles for Agricultural Lands

Ten guiding principles are identified in the Regional Plan for Agricultural Lands.

1. Strongly discourage the conversion of prime farmland to urban uses as it represents a loss to the region's landscape.
2. Wise use and protection of basic soil and water resources helps to achieve practical water quality goals and maintain viable agriculture.
3. Viable agriculture is the backbone of a functioning network of agriculture, open space, and natural areas and a range of strategies should be used to ensure the value of agricultural land.
4. Promote learning about culinary traditions and culture.
5. Encourage agricultural biodiversity.
6. Promote local food traditions and provide opportunity for education of where food comes and how our food choices affect the rest of the world.
7. Promote connecting producers of foods with consumers through events and farmers markets.

8. Promote biodiversity through educational events and public outreach, promoting consumption of seasonal and local foods.
9. Promote community gardens within urban settings.
10. Encourage regional tasting events of local foods, music, talks, forums, workshops, and exhibitions in favor of local agricultural products.

6.11 Guiding Principles for Communities for a Lifetime - Livable Communities

Twelve guiding principles are identified in the Regional Plan for Communities for a Lifetime/Livable Communities:

1. The CRC promotes the concept of Lifelong Communities – places where people of all ages and abilities have access to the public landscape and services which enable them to live healthy and independent lives.
2. For a Lifelong Community to be truly successful it must be a complete community. Complete communities include the direct characteristics that at a minimum meet the needs of the user population, but also provided for a greater civic good by including elements that are beneficial to the environment, sensitive to a broad population and embrace economic/financially feasible regimes.
3. The region will encourage and promote the underlying issues that must be included in a Lifelong Community. The seven (7) basic tenets of a Lifelong Community are:
 - a. Connectivity – the physical connection of streets, pedestrian networks and public spaces that promote ease of access, a direct coexistence with the existing urban fabric and barrier free mobility for all.
 - b. Pedestrian access and transit – focuses on the access to public or privately supported methods of mass transit-oriented forms of mobility and focuses on pedestrian forms of mobility as a primary or equal method of transportation when compared to conventional vehicular modes.
 - c. Neighborhood retail and services – proximity to vital and relevant supporting uses and services are necessary for a successful Lifelong Community. Mixture of uses, walkable streets and services oriented to a range of population needs is the context of this issue.
 - d. Social interaction – social interaction with the full range of the population is a proven requirement of lifelong communities. Pedestrian accessible streets and dwellings, a full stratum of dwelling types, community programming elements and careful placement of improvements are key components in creating a socially vibrant community.
 - e. Dwelling types – a range of dwelling types within a walkable range is crucial to meet the social, economic and physical goals of a lifelong community. Creative architectural and planning solutions, a strong but flexible regulatory framework and policies that promote efficient and sustainable methods of construction are among the crucial requirements of this issue.

- f. Healthy living – accessibility to fitness, education, cultural and health maintenance programming elements are vital to a successful lifelong community and are the primary concerns of this issue.
 - g. Environmental and Sustainable Solutions – the creation of a complete community includes provisions for the appropriate preservation of natural and cultural resources. Promotion of sustainable construction techniques, preservation of natural and cultural resources, innovative methods of power generation and integrated food production are among some of primary components related to successfully executing this issue.
4. The region will determine its “aging readiness” to provide programs, policies and services that address the needs of older adults.
 5. The region will determine its “aging readiness” to ensure that communities are “livable” for persons of all ages.
 6. The region will harness the talent and experience of older adults
 7. To determine “age readiness,” local comprehensive plans should review:
 - a. Demographics;
 - b. Quantity, quality, and type of existing housing stock;
 - c. Land use patterns; and
 - d. Quantity, quality, and type of recreational needs.
 8. Comprehensive plans will promote development patterns and design features to meet the needs of seniors.
 9. Comprehensive plans and ordinances will promote Universal Design/Accessible Building Standards for buildings as well as recreational areas.
 10. Comprehensive plans will include goals and objectives that specifically address the aging population.
 11. Consider seniors and the elderly when reviewing site plans for new construction and/or renovations.
 12. The region will ensure comprehensive plans permit basic services within walking distance recognizing it is a great convenience for all residents but an absolute necessity for an aging population.

6.12 Guiding Principles for Coastal Vulnerability and Resilience

Three guiding principles are identified in the Regional Plan for Coastal Vulnerability and Resilience.

1. The region believes that a community’s resilience is measured by its sustained ability to prepare for, respond to, and fully bounce back from crises.
2. The region’s strength is in our community’s resilience and in understanding the region’s vulnerabilities, and in taking positive collective actions to limit the impact of a disruptive crisis, and recovering rapidly from disasters.
3. The region believes in collaborating with a wide range of community resilience experts, community leaders and private sector partners to work together to increase collective capacities to respond to adversity with increased resources, competence, and connectedness to one another.

7. REGIONAL RESOURCE PLAN AND RIR

7.1 The Regional Resource Plan

The Regional Resource Plan (RIR) identifies Cultural and Historic and Natural Resources of regional importance. The Regional Resource Plan provides recommended best development practices, protective measures and policies for local governments to use within one mile of a regionally important resource. The proposed site is within RIR area related to wetlands and floodplains.

7.2 Area Requiring Special Attention

The project is within an Area of Significant Natural Resources. This category designates natural resources of great value to the region that will be impacted by development.

7.3 Natural Resources

Green Infrastructure

The U.S. Environmental Protection Agency defines Green Infrastructure as management approaches and technologies that utilize enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. This management approach attempts to keep stormwater onsite. It incorporates vegetation and natural resources as much as possible in development and redevelopment.

Green Infrastructure has a number of benefits, including reduced runoff, groundwater recharge, higher air quality, better aesthetics, reduces costs, lowers impacts on climate change, and provides environmental benefits that surpass improved water quality.

Coastal Georgia's Green Infrastructure network is defined as a natural life support system of parks and preserves, woodlands and wildlife areas, wetlands and waterways, greenways, cultural, historic and recreational sites and other natural areas all with conservation value. A potential impact as a result of premature or poorly planned conversion of land to other uses is the failure to adequately protect and conserve natural resources such as wetlands, flood plains, native vegetation, lakes, streams, rivers, natural groundwater aquifer recharge areas, and other significant natural systems. The river corridors, floodplains and tributary streams are considered to be critical green infrastructure components, as they supply key social, economic and environmental benefits for local communities and provide important habitats for wildlife.

A map showing green infrastructure near the project site is attached.

Green infrastructure planning provides an alternative to what is common practice in many communities: conserving land on a piecemeal basis without the benefit of a large framework plan that allows a comprehensive approach to land conservation. Areas of protected open space should follow natural features for recreation and conservation purposes, including greenways that link ecological, cultural and recreational amenities.

Green Infrastructure shall be considered first in the planning process and in reviewing comprehensive plans, zoning, development review processes and performance standards.

Principles for green infrastructure include identifying what is to be protected in advance of development; providing for linkage between natural areas; and designing a system that operates at different functional scales, across political jurisdictions, and through diverse landscapes. Additional principles include sound scientific and land use planning practices, providing funding upfront as a primary public investment (for example, through a dedicated tax or other funding mechanism), emphasizing the benefits to people and nature, and using the green infrastructure as the planning framework for conservation and development. The concept of green infrastructure planning is based on a strategic approach to ensuring environmental assets of natural and cultural value are integrated with land development, growth management and built infrastructure planning at the earliest stage.

Greenspace or greenway land needs to be set aside for pedestrian, equestrian, and bicycle connections between schools, churches, recreation areas, city centers, residential neighborhoods, and commercial areas. Open-space, parks, trails, greenways, and natural undeveloped land are not individual but an integrated and organized system. Green infrastructure is as an interconnected system. Key physical, natural, ecological, landscape, historical, access and recreational assets contribute to the functionality of the green infrastructure network. The green infrastructure network weaves together a network of recreational and nature areas. Properly planned greenways provide efficient pedestrian linkages that can serve as alternative transportation to and from work, to services and other daily destinations. Greenway linkages serve as outdoor recreation for biking, walking, and jogging. Green infrastructure encourages the creation of transportation corridors and connections, which can foster ecotourism, tourism and outdoor recreation.

7.4 Wetlands

According to the additional information form for DRI #3134, the applicant indicates that the development site is not located within, or likely to affect wetlands.

8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY CEDs)

8.1 Population and Employment Trends

County	2000	2010	2020	2030
Effingham	37,535	52,250	80,563	112,062

Source: U.S. Census; Georgia Office of Planning and Budget

The county's population is expected to grow from its 2000 level of 37,535 to 112,062 by 2030, according to the US Census and the Governor's Office of Planning and Budget. The Coastal Region's population in 2030 is projected to be 962,956, which is an increase from the 2000 level of 558,350.

Effingham County, is a growing county in the region and had a 2019 population estimate of 64,296 according to the US Census. The 2010 Census population of Effingham County in 2000 was 37,535.

The Coastal Georgia region supported 312,400 jobs in 2000, and is expected to support 435,050 jobs in 2030. The Effingham County unemployment rate in 2017 was 4.1 percent.

9. CRC Resources

9.1 Coastal Stormwater Supplement

The CRC applauds Effingham County for adopting the CSS Ordinance and/or ensuring the Coastal Stormwater Supplement (CSS) is implemented for stormwater management.

9.2 Regional Design Guidelines

The CRC recommends that the Effingham County ensure that new development creates an environment that contributes to the region's character. The *Georgia Coastal Regional Character Design Guidelines* for the development are appropriate to implement quality growth.

The 'Character Region' for this area is *Rural Ridge* and may utilize the 'Character Area Key' for *Commercial*.

For technical assistance contact Cole Mullis, Regional Planner at cmullis@crc.ga.gov or Aaron Carpenter, Supervising Senior Planner at acarpenter@crc.ga.gov.

**SITE PLAN
PROVIDED BY THE APPLICANT**

DRI #3397

Cowan Property

NOT FOR CONSTRUCTION

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

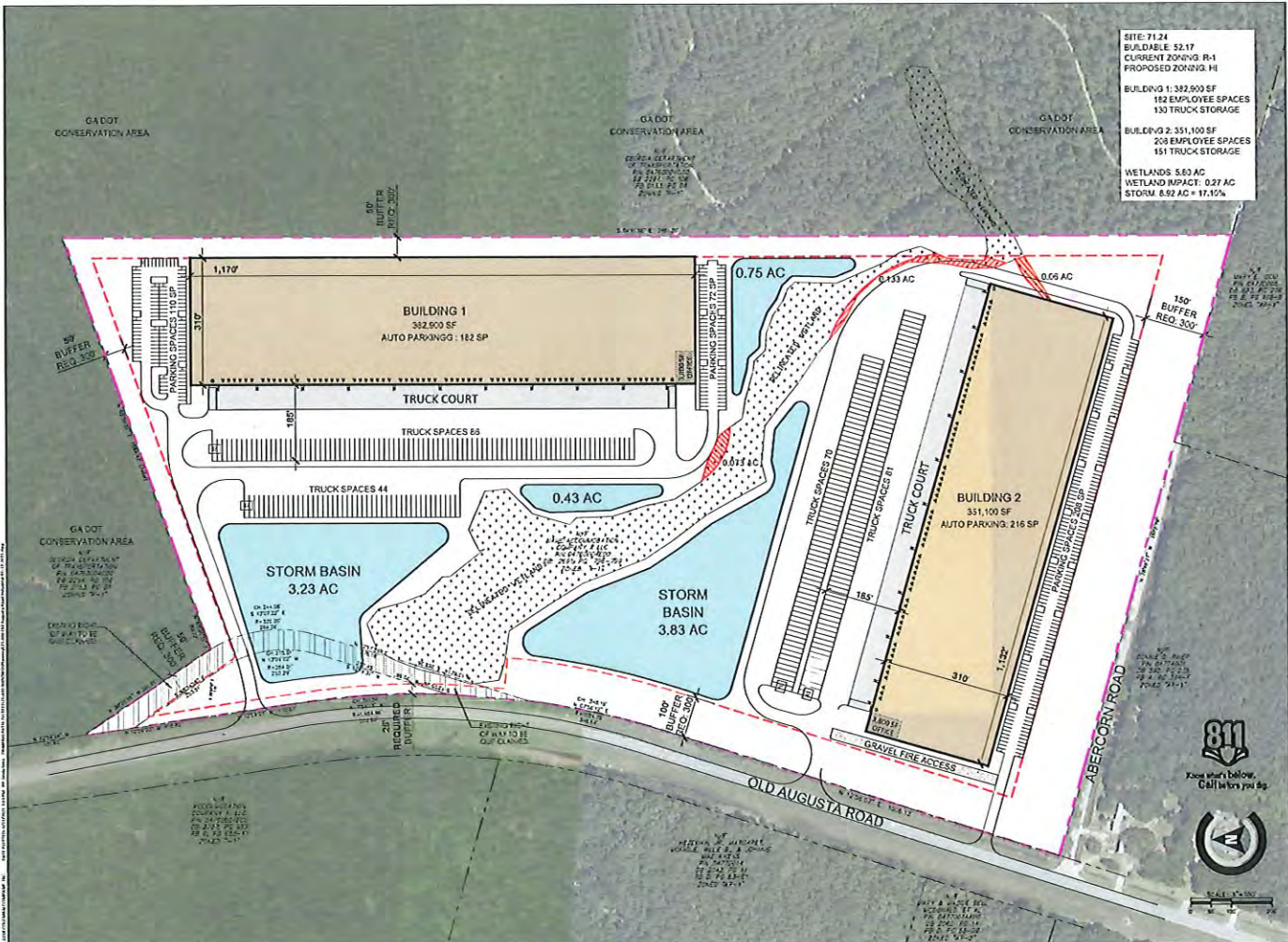
REVISION

CONCEPTUAL SITE PLAN
COWAN PROPERTY
LOCATED IN EFFINGHAM COUNTY, GEORGIA
PREPARED FOR THE COWAN FAMILY

JOB NUMBER:	21-400
DATE:	04/22/2021
DRAWN BY:	FFGD
CHECKED BY:	GJC
SCALE:	AS NOTED

CONCEPTUAL SITE PLAN

SHEET:
CP1.0



**EFFINGHAM COUNTY
FUTURE LAND USE MAP
& ZONING DISTRICTS MAP**

DRI #3397

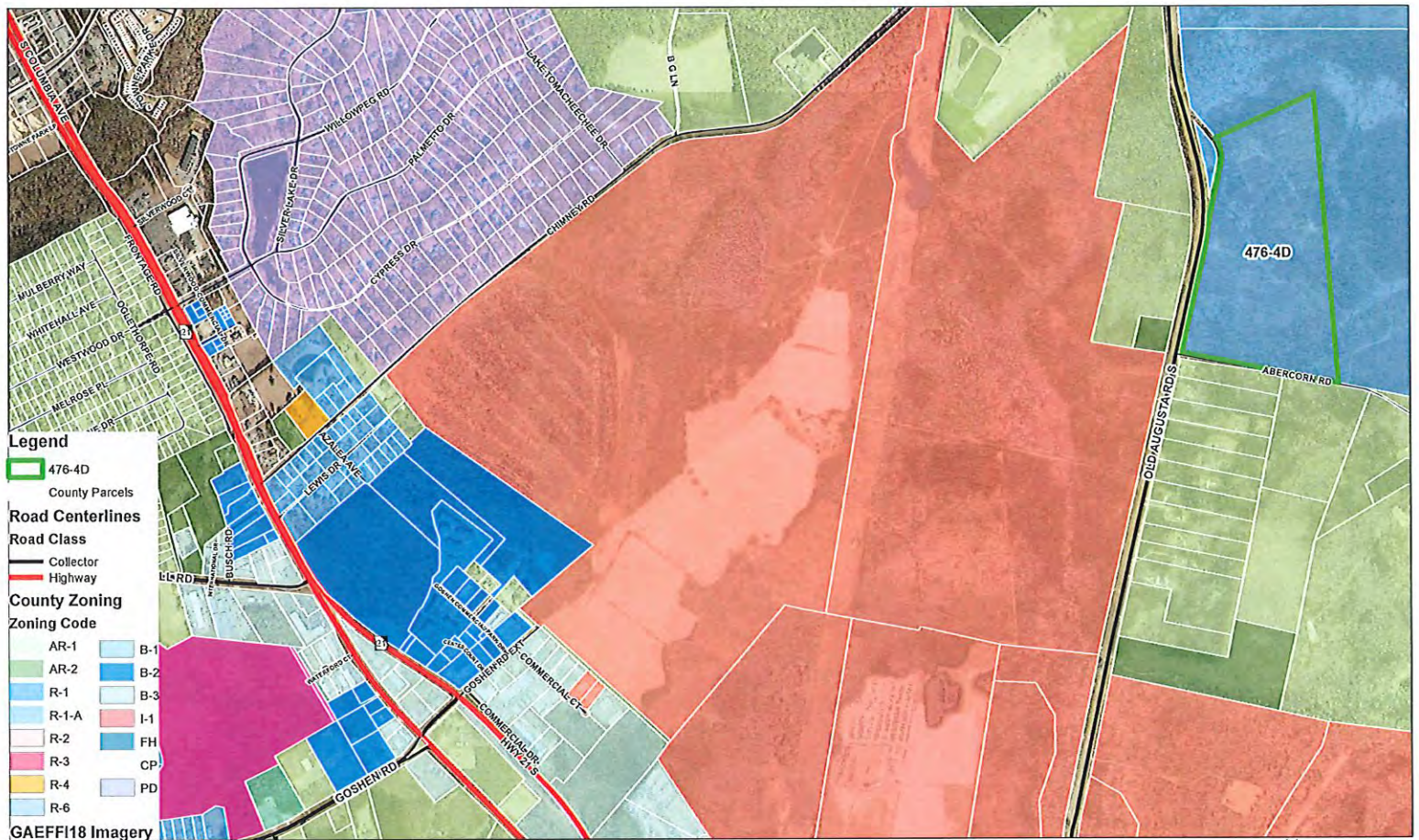
Cowan Property



Effingham County Future Land Use

0 0.1 0.2 0.4 0.6 0.8 Miles





Effingham County Zoning

0 0.1 0.2 0.4 0.6 0.8 Miles



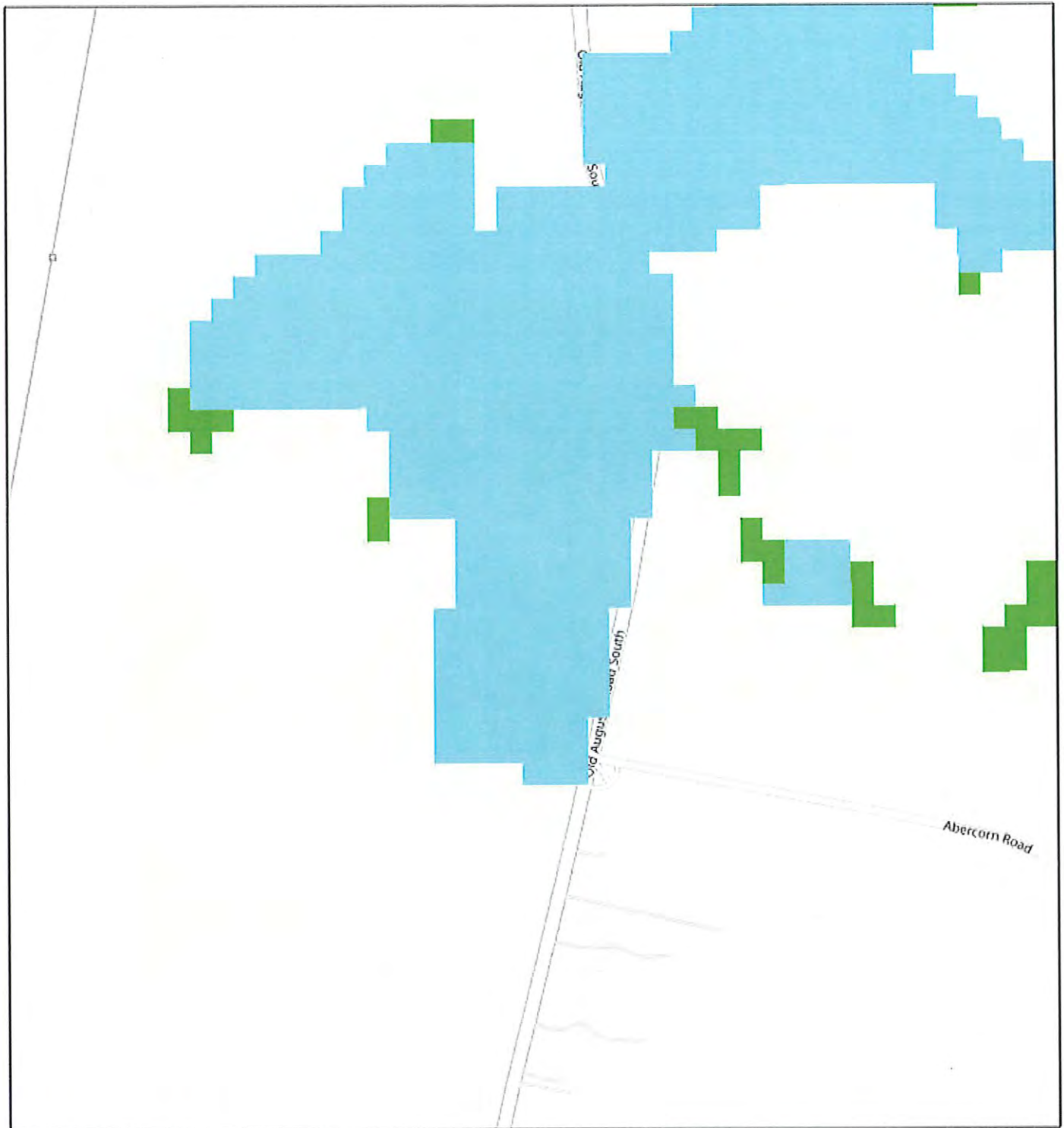
EFFINGHAM COUNTY

Green Infrastructure

DRI #3397

Cowan Property

DRI 3397 Green Infrastructure



7/28/2021, 7:48:47 AM

- Green Infrastructure Class
- Core
 - Corridor
 - Multi-Use Buffer Areas
 - Sites
 - Counties

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

© OpenStreetMap (and) contributors, CC-BY-SA, CRC, Georgia Forestry

PUBLIC COMMENTS

DRI #3397

Cowan Property

⏮ Reply all ▾ 🗑 Delete 🗑 Junk Block ...

RE: Request for Review DRI #3397

MM

Mark McClellan <mmcclellan@GFC.STATE.GA.US>

Thu 7/29/2021 10:27 AM

To: Cole Mullis

☀️ 👍 ↶ ↷ ➡ ...

I did not see any issues with the plan. Eventually we all will have to do a better job minimizing impervious surface and managing storm water runoff but that is bigger than me at the present time.

I also would like to say that this DRI Review format is much easier to understand. Good job!

Mark

Mark McClellan
Georgia Forestry Commission
Stewardship Coordinator
478-733-2606

From: Coastal Regional Commission [mailto:cmullis@crc.ga.gov]

Sent: Wednesday, July 28, 2021 5:24 PM

To: Mark McClellan <mmcclellan@GFC.STATE.GA.US>

Subject: Request for Review DRI #3397



Review Requested for DRI #3397

You have received this notice because you represent an organization that has the potential to be affected by this development. Please review the following information about this development and respond with comments to is via e-mail to [Cole Mullis, Regional Planner](#). The comment period runs from July 28 to August 12, 2021.

⏮ Reply all ▾ 🗑 Delete 🚫 Junk 🚫 Block ...

DRI 3397

RM

Russ Marane
Mon 8/2/2021 7:27 AM
To: Cole Mullis

☀️ 👍 ↶ ↷ ➡ ...

Notice that the site is surrounded by Ga DOT Conservation property. It would be interesting to see why they have this property under conservation control. Likely to be for wetland mitigation.

This one sure sets up a bad scenario for their Land Use Plan doesn't it. I suspect this is just the beginning of more to come. Interesting that there are so many warehouse – distribution projects springing up around Savannah. Millions of square feet. I guess the herd of warehouse developers are grazing around there now.

Russ Marane
Interim Planning Director
Coastal Regional Commission
rmarane@crc.ga.gov
Office 912 437-0875
Cell 912 399-6102

Reply | Forward

Old Augusta Rd & Abercorn Rd



476-4B & D



6/22/2021, 3:22:03 PM

EffinghamCountyZoneClass

AR-1

AR-2

R-1

R-3

B-3

I-1

PD

B-2

CP

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Item X. 1.

Esri, Inc., City of Naperville, Illinois, Maxar

ArcGIS Web AppBuilder

Maxar | Esri, Inc., City of Naperville, Illinois | <https://www.fws.gov/wetlands/data/data-download.html>

AMENDED APPLICATION MATERIAL

(SUBMITTED 8/19/2021)

ATTACHMENT A**EFFINGHAM COUNTY REZONING AMENDMENT FORMS**

Applicant/Agent Greg Coleman Date June 23, 2021
 Revised August 19, 2021

Applicant email address gcoleman@cci-sav.com Phone # 912-200-3041

Property owner(s) Cowan Investments, LLC email brad@scmlc.net

Telephone Number (912) 313-4653

Mailing Address 500A Morgan Industrial Blvd. Savannah, GA 31407

Property location NE corner of Old Augusta & Abercorn Rd.

Present zoning R-1

Proposed zoning I-1 (Heavy)

Present land-use vacant

Proposed land-use Warehousing

Tax Map # 04760004B00 Parcel # 04760004D00 Lot #

Total Acres 71.24 Acres to be rezoned 71.24

Lot characteristics Wooded, vacant, 46.20 acres develop-able

Water X Public Private Sewer X Public Private

Proposed access Three proposed curb cuts on Old Augusta Rd.

Justification The area is transitioning to an industrial use rather than a rural residential use.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North R-1 (Conservation) South AR-1

East R-1 (Conservation) West AR-1 & AR-2

1

1. Describe the current use of the property you wish to rezone.

The current use is vacant.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

The zoning changes in the area are to industrial uses and therefore our proposed use is well positioned for the area. A residential use would not suit a heavily traveled truck route.

3. Describe the use that you propose to make of the land after rezoning.

Two warehouses Approximately 734,000 Sq. Ft. with associated employee and truck parking, and storm water management facilities.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone? Property to the north, owned by GDOT, to be held in conservation. Property to the east, owned by GDOT, to be held in conservation. Property to South, across Abercorn Rd. large tract

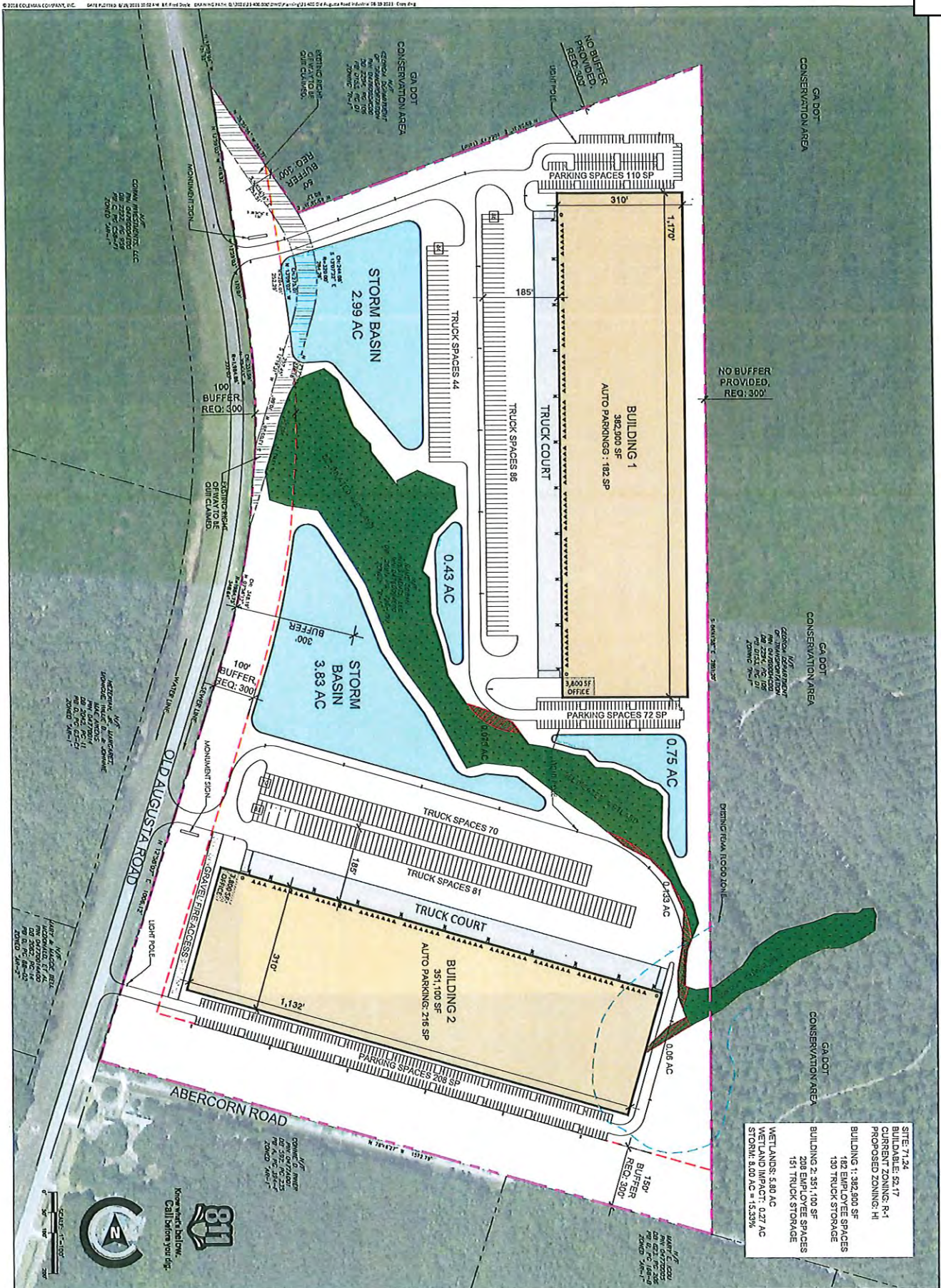
residential. Properties to the west, residential zoning, all vacant.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The zoning changes in the area are to accommodate industrial growth and uses. We are proposing a use consistent with the growth patterns in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.



SHEET: CP1.0	CONCEPTUAL SITE PLAN
	DATE: 08/17/2021
	DRAWN BY: PFC
	CHECKED BY: AS
<p>CONCEPTUAL SITE PLAN COWAN PROPERTY LOCATED IN EFFINGHAM COUNTY, GEORGIA PREPARED FOR THE COWAN FAMILY</p>	

<p>NOT FOR CONSTRUCTION</p> <p>SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION</p>
--

<p>COLEMAN COMPANY ENGINEERS • SURVEYORS</p> <p>1000 Peachtree Street, Suite 1000 Atlanta, Georgia 30309 Phone: 404.525.1000 Fax: 404.525.1001 www.colemancompany.com</p>
--

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Greg Coleman as Agent for Cowan Investments, LLC – (Map # 476 Parcels # 4B & 4D)** from **R-1** to **I-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Greg Coleman as Agent for Cowan Investments, LLC – (Map # 476 Parcels # 4B & 4D) from R-1 to I-1 zoning.**

- ML*
- UH #100*
- Min*
- Yes ☒ No ☒ 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ☒ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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The Effingham County Planning Commission recommends:

APPROVAL Pett

DISAPPROVAL _____

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Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒DISAPPROVAL ☐

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- Yes ☒ 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS.

8/23/21

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: **Greg Coleman** as agent for **Cowan Investments, LLC** requests to **rezone** 71.24 acres from **R-1** to **I-1 Heavy Industrial**, for the development of industrial warehouses. Located on Old Augusta Road.

Map# 476 Parcel# 4B & 4D

Summary Recommendation: Staff have reviewed the application, and recommend **approval** of the request to **rezone** 71.24 acres from **R-1** to **I-1** for the development of industrial warehouses.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcels were part of a larger combination of parcels rezoned to R-1 and reviewed as a DRI (#1211) in 2007. Residential development plans have been reviewed, but land clearing permits have never been issued.
- The scale of the warehouse development exceeds the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project (DRI # 3397) warranted regional review; requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the Regional Future Development Map, which shows the project site area as: Developed - Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided.
- The project site is in a mixed use area, according to the Future Land Use map.
- Old Augusta Road is a county truck route, which can accommodate the proposed truck traffic.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 71.24 acres from **R-1** to **I-1** for the development of industrial warehouses, with the following conditions:
 1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
 2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
 3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
 4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
 5. Applicant must submit a sketch plan for review.
- Peter Smith seconded the motion. The motion carried unanimously.
- The applicant requested to be placed on the September 7 Board of Commissioners meeting agenda. At the September 7 meeting, the Board postponed the public hearing to October 5.

Alternatives

1 – Approve the request to **rezone** 71.24 acres from **R-1** to **I-1** Heavy Industrial, with the following conditions:

1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
5. Applicant must submit a sketch plan for review.

2 – Deny the request to **rezone** 71.24 acres from **R-1** to **I-1** Heavy Industrial.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Development Services

Funding Source: N/A

Attachments:

- | | |
|--|-------------------------|
| 1. Rezoning Application and Checklist | 4. Conceptual Site Plan |
| 2. Ownership Certificate/Authorization | 5. Aerial Photograph |
| 3. Deed | 6. DRI report |

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
476-4B & 4D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
476-4B & 4D

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, GREG COLEMAN as agent for COWAN INVESTMENTS, LLC, has filed an application to rezone seventy-one and twenty-four hundredths (71.24) +/- acres; from R-1 to I-1 for a warehouse development; map and parcel number 476-4B & 4D, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on October 5, 2021 and notice of said hearing having been published in the Effingham County Herald on September 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 4, 2021; and

IT IS HEREBY ORDAINED THAT seventy-one and twenty-four hundredths (71.24) +/- acres; map and parcel number 476-4B & 4D, located in the 5th commissioner district is rezoned from R-1 to I-1, with the following conditions:

1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
5. Applicant must submit a sketch plan for review.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: **Greg Coleman** as Agent for **Cowan Investments, LLC** request a **variance** from the required buffers between I-1 heavy industrial and R & AR zoning districts.

Map# 476 Parcel# 4B & 4D

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the requests for a variance as submitted.

Executive Summary/Background

- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant plans two warehouses: 382,900 sf and 351,100 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300'.
- Section 3.4 Buffers. Purpose and function:** *To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.*
- The parcel to the north and east** is zoned R-1; it is owned by GDOT. Buffer reduction requested: from 300' to 50'. The property is not developed; however, a reduction in the buffer may lead to stormwater infiltration, and tree canopy effects. Stormwater runoff and pollution reduction measures can be implemented, which may offset the effects on adjacent properties. Those measures are listed as conditions below. The impact of the buffer reduction is: Severe.
- The parcels to the west** are zoned AR-1 and AR-2, and are not developed. The proposed buffer reduction (from 300' to 100') along Old Augusta Road affects ~600' of frontage at the southern end of the parcel (which has ~2200' road frontage) where the proposed warehouse and parking are located. The remainder of the Old Augusta Road frontage will feature stormwater ponds and wetlands, which cannot be disturbed. Old Augusta Road ROW is 100'. The impact of the buffer reduction is: Moderate.
- The parcels to the south** are zoned AR-1, a portion is developed as the Abercorn Acres subdivision. The buffer reduction requested: from 300' to 150'. The impact of the buffer reduction would be significant, as the reduced screening would result in a visual impact on the residential property owners, and the potential for stormwater runoff due to decreased space for filtration. There would be a significant impact on the tree canopy coverage. The impact of the buffer reduction is: Severe.

- At the August 23 Planning Board meeting, Peter Higgins made a motion to **deny** the request for a **variance** from the required buffers between I-1 heavy industrial and R & AR zoning districts, as submitted.
- Peter Smith seconded the motion. The motion carried unanimously.
- The applicant requested to be placed on the September 7 Board of Commissioners meeting agenda. At the September 7 meeting, the Board postponed the public hearing to October 5.
- On August 26, the applicant submitted a revised buffer variance proposal, which is included in the application materials. The new request is to reduce the buffer from 300' to 0' along the GDOT property boundary, to reduce the buffer from 300' to 100' along Old Augusta Road, and to maintain the 300' buffer along Abercorn Road.

Alternatives

1. Approve the request for a **variance** from the required buffers between heavy industrial and R & AR zoning districts, as presented in the variance application, with the following conditions:

1. Direct all roof drains into the ponds and prevent any sheet flow from roof and parking area from going into the buffer areas.
2. Maintain a water quality volume in the pond that must be released via infiltration, evapotranspiration, or reuse for irrigation, gray water in bathrooms, wash water in truck bays, etc., with approval of county engineer.
3. Submit a plan for approval by Development Services staff that includes the proposed buffer plantings that will maximize screening and stormwater filtration in the reduced buffer areas.

2. Deny the request for a **variance** from the required buffers between heavy industrial and R & AR zoning districts as presented in the variance application.

Recommended Alternative: 2

Other Alternative: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Variance Application
2. Ownership Certificate

3. Aerial Photograph

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: July 29, 2021Applicant/Agent: Greg ColemanApplicant Email Address: gcoleman@cci-sav.comPhone # 912-200-3041Applicant Mailing Address: 1480 Chatham Parkway, Suite 100City: Savannah, State: GA Zip Code: 31405Property Owner, if different from above: Cowan Investments, LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): brad@scmlc.netPhone # 912-313-4653Owner's Mailing Address: 500A Morgan Industrial Blvd.City: Savannah, State: GA Zip Code: 31407Property Location: NE corner of Old Augusta & Abercorn Rd.Name of Development/Subdivision: Proposed Warehouses Cowan Property04760004B00Present Zoning of Property R-1* Tax Map-Parcel # 04760004D00 Total Acres 71.24**requesting rezoning to I-1 (Heavy)***VARIANCE REQUESTED** (provide relevant section of code): Section 3.4 Buffers

Describe why variance is needed: The proposed use 'Heavy Industrial - warehousing' requires a 300' buffer to adjacent properties as well as properties across the road zoned AR-1 & AR-2. We are requesting a reduction in the buffer from 300' to 100' to the properties across Old Augusta Rd.

Our property also abuts property owned by GDOT, zoned R-1 but is designated as a conservation area and will not be developed. We are requesting a buffer reduction from 300' to 0'.

How does request meet criteria of Section 7.1.8 (see Attachment C): The requested reduction in the buffers

is in response to the areas changing uses, and sensitivity to the existing wetlands which bisects the property. The adjacent homeowners have been notified by the property owner of the proposed development. The buffer requirements causes a very restrictive burden to our property development, making a lesser develop able area.

Our property

Applicant Signature: _____

Date

8/19/21

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: July 29, 2021Applicant/Agent: Greg ColemanApplicant Email Address: gcoleman@cci-sav.comPhone # 912-200-3041Applicant Mailing Address: 1480 Chatham Parkway, Suite 100City: Savannah, State: GA Zip Code: 31405Property Owner, if different from above: Cowan Investments, LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): brad@scmlc.netPhone # 912-313-4653Owner's Mailing Address: 500A Morgan Industrial Blvd.City: Savannah, State: GA Zip Code: 31407Property Location: NE corner of Old Augusta & Abercorn Rd.Name of Development/Subdivision: Proposed Warehouses Cowan Property

04760004B00


Present Zoning of Property R-1* Tax Map-Parcel #04760004D00 Total Acres 71.24

*requesting rezoning to I-1 (Heavy)

VARIANCE REQUESTED (provide relevant section of code): Section 3.4 Buffers

Describe why variance is needed: The proposed use 'Heavy Industrial - warehousing' requires a 300' buffer to adjacent properties as well as properties across the road zoned AR-1, AR-2 and R-1. We are requesting a reduction in the buffer from 300' to 150' along Abercorn Rd., and a reduction to 100' from 300' across from the properties along Old Augusta Rd. zoned AR-1 and AR-2. Our property also abuts property owned by GDOT, zoned R-1 but is designated as a GDOT conservation area and will not be developed. We are requesting a reduction in the buffer from 300' to 50'.

How does request meet criteria of Section 7.1.8 (see Attachment C): The requested reduction in the buffers is in response to the areas changing uses, and sensitivity to the existing wetlands which bisects the property. The adjacent homeowners have been notified by the property owner of the proposed development. The buffer requirements causes a very restrictive burden to our property development, making a lesser develop able area.

Applicant Signature: Date: 7/30/21

Rev 05052021

2
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

5/21/2021, on file in the office of the Clerk of the Superior Court of

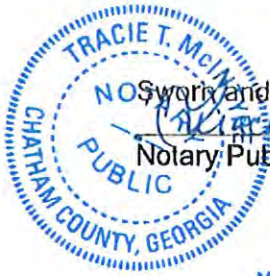
Effingham County, in Deed Book 2691 page 796-799.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature [Signature]
Print Brian Cowan

Owner's signature _____
Print _____

Owner's signature _____
Print _____



Sworn and subscribed before me this 21st day of JUNE, 2021.

[Signature]
Notary Public, State of Georgia

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

3



Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Brad Cowan, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia


I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Greg Coleman
Date: 06/23/21

Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Telephone Number: 912-200-3041 Email: gcoleman@cci-sav.com


Signature of Owner

Owners Name (Print)

Personally appeared before me BRAD COWAN (Owner print)

ATTACHMENT C - SITE PLAN REQUIREMENTS

All Variance submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

- A. Dimensions of the property involved.
- B. Location and dimensions of existing and/or proposed structures with the type of usage designated.
- C. Requested variance in relation to existing structures and surrounding parcels and uses.
- D. Access road or easement.
- E. Setbacks.
- F. Right-of-way.
- G. Proposed or existing water, sewer, and drainage facilities.
- H. Buffers.
- I. Off-street parking.
- J. Wetlands.
- K. Floodplain.
- L. Loading areas, parking, signage, and outdoor lighting.

Appendix C – Zoning Ordinance, Article VII – Planning Board, Section 7.1. Organization

7.1.8 Variances. On an appeal from an order, requirement, decision, or determination of the zoning administrator, the planning board may recommend that the county commission grant a variance in the application of the provisions of the zoning ordinance, only if all the following findings are made:

7.1.8.1 That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.

7.1.8.2 That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

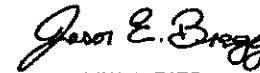
BK:2691 PG:796-799
D2021006264

FILED IN OFFICE
 CLERK OF COURT
 05/21/2021 11:40 AM
 JASON E. BRAGG, CLERK
 SUPERIOR COURT
 EFFINGHAM COUNTY, GA

7428341760
 PARTICIPANT ID

**PREPARED BY AND
 WHEN RECORDED RETURN TO:**

McManamy Jackson Hollis, LLC
 415 Eisenhower Drive, No. 1
 Savannah, Georgia 31406
 File 1-2101830-ALS


 REAL ESTATE
 TRANSFER TAX
 PAID: \$1,800.00
 PT-61 051-2021-001638

(Above Space for Recorder's use only)

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed as of May 19, 2021, by ACCOMMODATION COMPANY X, LLC, a Georgia limited liability company, whose address is P.O. Box 15887, Tallahassee, Florida 32315 (hereinafter called the "Grantor"), in favor of Cowan Investments LLC, a Georgia limited liability company, whose address is 1208 Wilmington Island Road, Savannah, Georgia 31410 (hereinafter called the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situated in Chatham County, Fulton (the "Property"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances thereto belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Property unto the Grantee and the Grantee's heirs or successors and assigns, forever.


AND, Grantor does hereby does hereby bind the Grantor and the Grantor's heirs or successors, to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's heirs or successors and assigns, against the Grantor and those claiming by, through or under Grantor, but not otherwise.

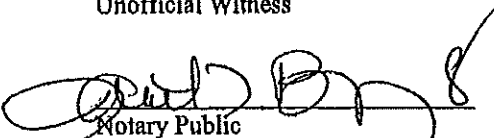
This conveyance is made subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

BK:2691 PG:797

IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

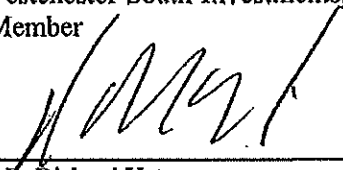

Notary Public

My Commission Expires: 8/21/24

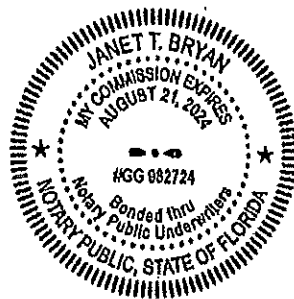
GRANTOR:

ACCOMMODATION COMPANY X, LLC,
a Georgia limited liability company

By: Westchester South Investments, LLC, As
Sole Member

By:  (SEAL)
Name: K. Richard Yates
Title: Manager

[NOTARY SEAL]



BK:2691 PG:798

Exhibit A

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Tract 5 on a plat entitled "A Subdivision Plat of Old Augusta Road Development of a 779.61 Acre Portion of the Abercorn Creek Tract" prepared by EMC Engineering Services, Inc. for Del-A-RAE, INC. dated September 3, 2004, recorded in Plat Cabinet C58, Slide F-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract contains 33.26 acres, more or less. Said Tract was conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk's Office. Said deed and map are incorporated herein by reference.

Old Augusta Road
Tax PIN 04760004E00

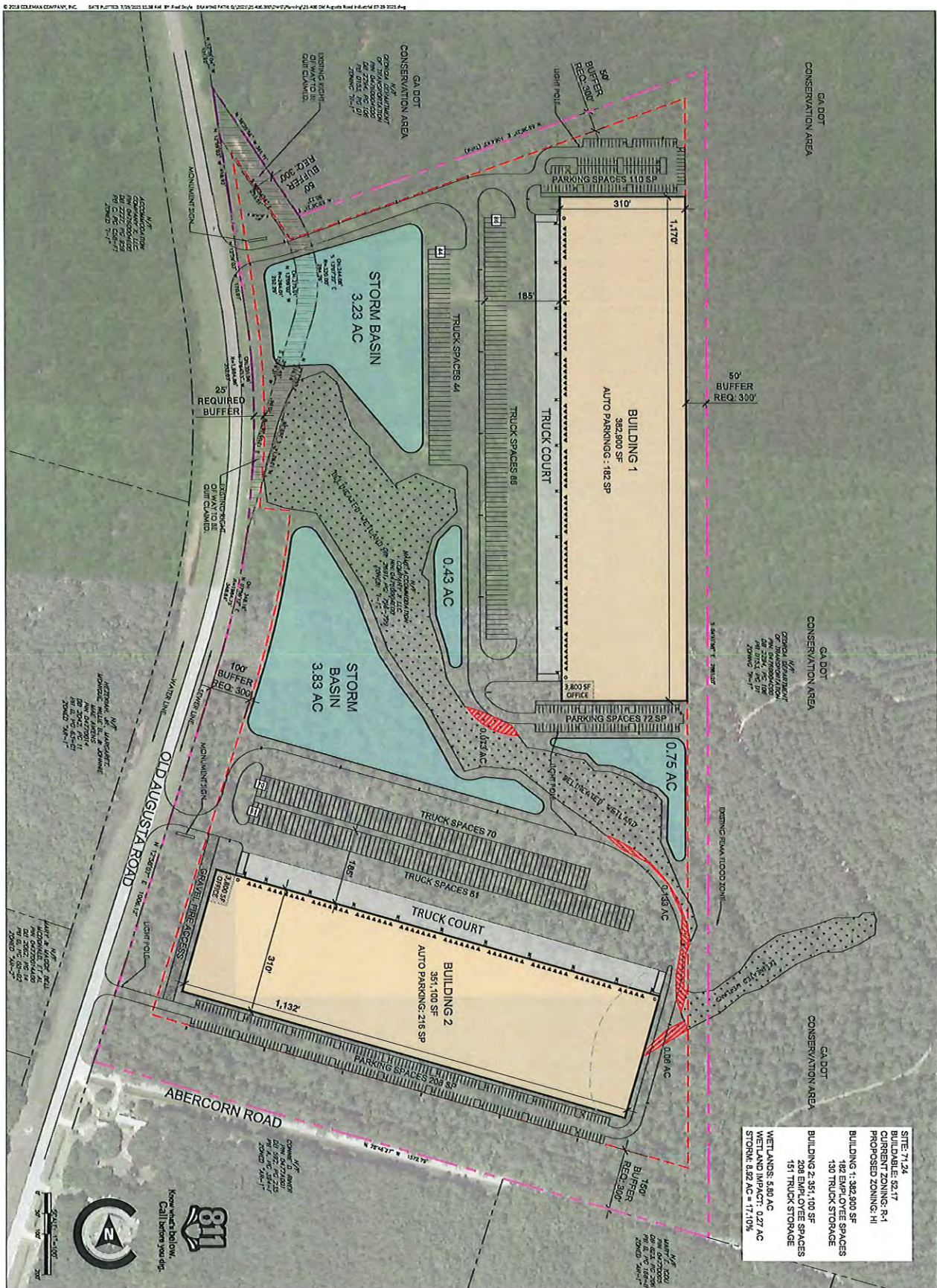
AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, known as Tracts 1 and 3 upon a plat entitled "A Recombination Plat of Tracts 2, 3, 4 & 6 Old Augusta Road" prepared by EMC Engineering Services, Inc. for RMDC, Inc. dated April 15, 2015, recorded in Plat Cabinet D153, Slide D-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract 1 contains 68.75 acres, more or less and said Tract 3 contains 1.36 acres, more or less. Said Tracts were conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk's Office. Said deed and plat are incorporated herein by reference.
Old Augusta Road

Tract 1 Tax PIN 04760004D00
Tract 3 Tax PIN 04760004B00

Exhibit B**Permitted Exceptions**

- 1) Taxes for the year 2021 and subsequent years, and any additional taxes for the current year or any prior years as a result of any re-assessment or re-billing of taxes, which are not yet due or payable.
- 2) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 398, Effingham County, Georgia records.
- 3) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 401, Effingham County, Georgia records.
- 4) 30' Easement to Dixie Plywood Company contained in that certain Deed from Union Camp Corporation, a Virginia corporation dated February 25, 1969 recorded in Deed Book 147, Page 306, Effingham County, Georgia records.
- 5) Right of Way Easement dated December 19, 1980 recorded in Deed Book 198, Page 146, Effingham County, Georgia records.



CP1.0

SHEET:

CONCEPTUAL SITE PLAN

JOB NUMBER:	21
DATE:	06/22/77
DRAWN BY:	FF
CHECKED BY:	0
SCALE:	AS NOTED

Know what's below.
Call before you dig.



CONCEPTUAL SITE PLAN
COWAN PROPERTY

LOCATED IN EFFINGHAM COUNTY, GEORGIA
PREPARED FOR THE COWAN FAMILY

REVISIONS

NOT FOR CONSTRUCTION

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION



Mary Igou

418 Wrigley Field Drive
Guyton, Georgia
(31312)

1 August 2021

Zoning Board

601 North Laurel Street
Springfield , Georgla
31329

To Whom It may Concern:

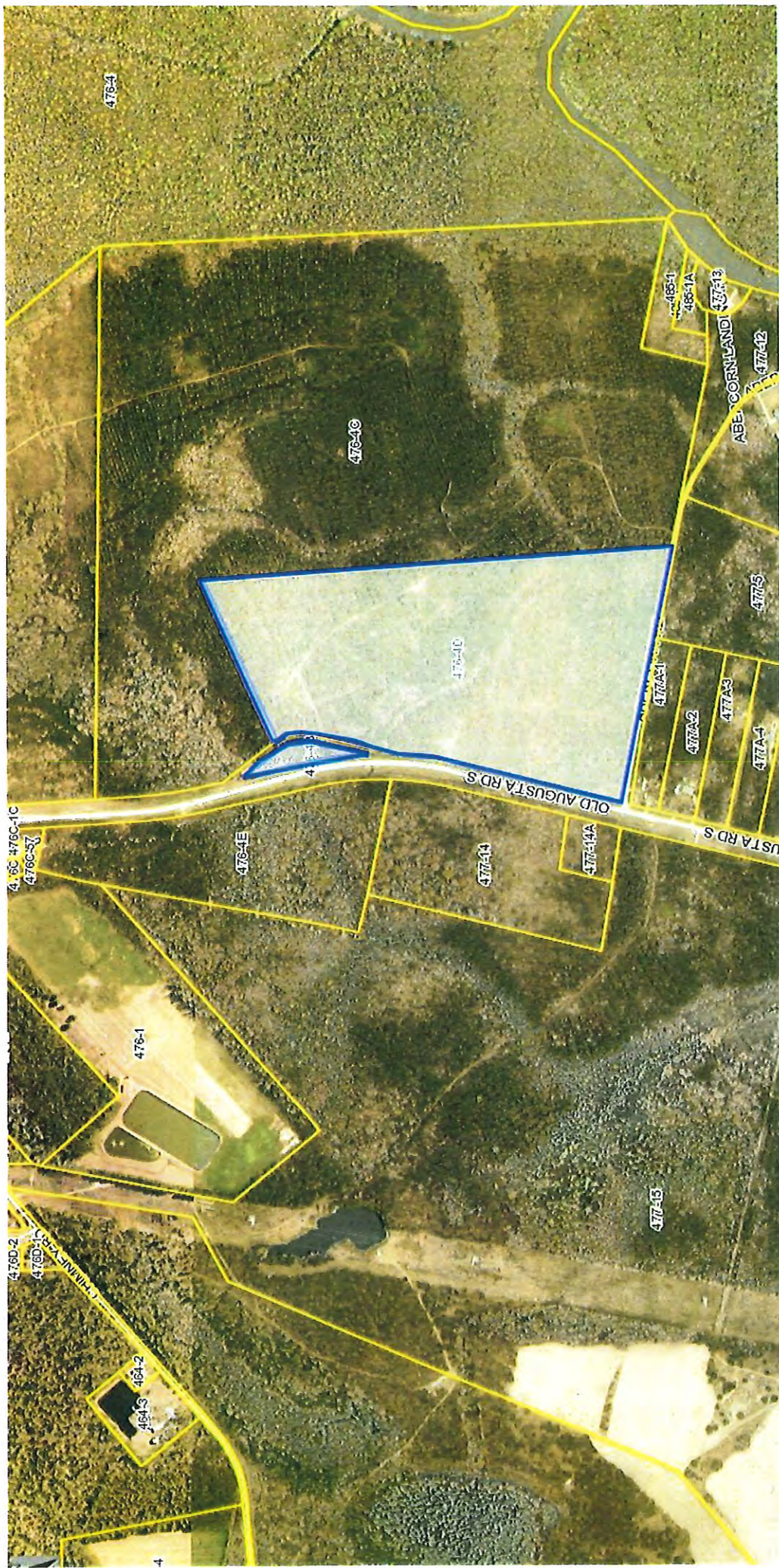
I am writing this letter in regard to a letter I received dated July 6, 2021. It is my understanding the meeting was not held due to all information not being collected. First of all I would like to see this request denied. However if it is approved I would like to request a 300 Foot buffer On Abercorn. I know this was done on Chimney road and would like to request the same honor. I have owned this property next to this for a number of years. My Father left me this property upon his death. Many of you may remember him (Billy Exley). So you can understand why this is so important to me. I plan to one day relocate to this property and need some privacy from this development. I know all of you want to see Effingham County remain this beautiful place it is today. We need to do all we can to make it a family friendly place to live. I thank you for your time and consideration. .

Sincerely,



Mary Nell Exley Igou

Old Augusta Rd & Abercorn Rd



476-4B & D

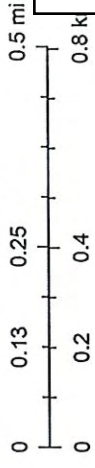


6/22/2021, 3:22:03 PM

EffinghamCountyZoneClass

- AR-1
- AR-2
- R-1
- R-3
- B-1
- B-2
- B-3
- I-1
- CP
- PD

1:18,056



Esri, Inc., City of Naperville, Illinois, Maxar

AMENDED APPLICATION MATERIAL

(SUBMITTED 8/19/2021)

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: July 29, 2021Applicant/Agent: Greg ColemanApplicant Email Address: gcoleman@cci-sav.comPhone # 912-200-3041Applicant Mailing Address: 1480 Chatham Parkway, Suite 100City: Savannah, State: GA Zip Code: 31405Property Owner, if different from above: Cowan Investments, LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): brad@scmlc.netPhone # 912-313-4653Owner's Mailing Address: 500A Morgan Industrial Blvd.City: Savannah, State: GA Zip Code: 31407Property Location: NE corner of Old Augusta & Abercorn Rd.Name of Development/Subdivision: Proposed Warehouses Cowan Property

04760004B00


Present Zoning of Property R-1* Tax Map-Parcel #04760004D00 Total Acres 71.24

*requesting rezoning to I-1 (Heavy)

VARIANCE REQUESTED (provide relevant section of code): Section 3.4 Buffers

Describe why variance is needed: The proposed use 'Heavy Industrial - warehousing' requires a 300' buffer to adjacent properties as well as properties across the road zoned AR-1, AR-2 and R-1. We are requesting a reduction in the buffer from 300' to 150' along Abercorn Rd., and a reduction to 100' from 300' across from the properties along Old Augusta Rd. zoned AR-1 and AR-2. Our property also abuts property owned by GDOT, zoned R-1 but is designated as a GDOT conservation area and will not be developed. We are requesting a reduction in the buffer from 300' to 0'.

How does request meet criteria of Section 7.1.8 (see Attachment C): The requested reduction in the buffers is in response to the areas changing uses, and sensitivity to the existing wetlands which bisects the property. The adjacent homeowners have been notified by the property owner of the proposed development. The buffer requirements causes a very restrictive burden to our property development, making a lesser develop able area.

Applicant Signature: Date: 8/19/21



AMENDED APPLICATION MATERIAL

*** * * * ***

(SUBMITTED 8/26/2021)



Development Services Department
 Planning & Zoning
 (912)754-2105; ZoningInfo@effinghamcounty.org

Revised Application
 08/26/2021

VARIANCE APPLICATION

All applications for a Variance submitted to Effingham County Planning & Zoning will be reviewed by staff, and considered by the Planning Board and the Board of Commissioners. Incomplete applications shall not be considered, until all of the following items are submitted to and accepted by Planning & Zoning. A complete submission consists of the following:

- ☒ Application Form (Attachment A)
- ☒ Ownership Certification (Attachment B)
- ☒ Authorization of Property Owner, if applicable
- ☒ Deed
- ☒ Last Recorded Plat/Proposed Plat/Site plan, if applicable (see Attachment C)
- ☐ Any other supporting material or information requested
- ☒ Application Fee - \$200.00

PLEASE CHECK OFF EACH ITEM LISTED ABOVE, TO INDICATE THAT
 THE ITEM IS INCLUDED IN YOUR APPLICATION.

INCOMPLETE SUBMISSIONS WILL NOT BE CONSIDERED.

Any communication purporting to be an application
 shall be regarded as a mere notice of intent until such time
 as application is made for the above prescribed contents.

APPLICATION FEES ARE NON-REFUNDABLE

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: July 29, 2021Applicant/Agent: Greg ColemanApplicant Email Address: gcoleman@cci-sav.comPhone # 912-200-3041Applicant Mailing Address: 1480 Chatham Parkway, Suite 100City: Savannah, State: GA Zip Code: 31405Property Owner, if different from above: Cowan Investments, LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): brad@scmlc.netPhone # 912-313-4653Owner's Mailing Address: 500A Morgan Industrial Blvd.City: Savannah, State: GA Zip Code: 31407Property Location: NE corner of Old Augusta & Abercorn Rd.Name of Development/Subdivision: Proposed Warehouses Cowan Property04760004B00Present Zoning of Property R-1* Tax Map-Parcel #04760004D00 Total Acres 71.24**requesting rezoning to I-1 (Heavy)***VARIANCE REQUESTED** (provide relevant section of code): Section 3.4 Buffers

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Our property

Applicant Signature: _____

Date _____

8/19/21

Rev 05052021

2
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

5/21/2021, on file in the office of the Clerk of the Superior Court of

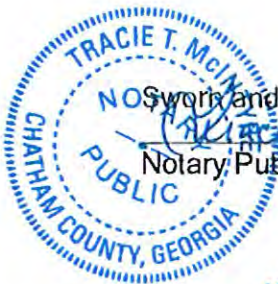
Effingham County, in Deed Book 2691 page 796-799.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature [Signature]
Print Brenda Brown

Owner's signature _____
Print _____

Owner's signature _____
Print _____



Sworn and subscribed before me this 21st day of JUNE, 2021.
[Signature]
Notary Public, State of Georgia

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

3



Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Brad Cowan, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Greg Coleman
Date: 06/23/21

Address: 1480 Chatham Parkway, Suite 100

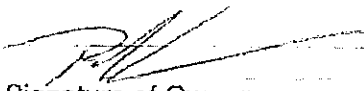
City: Savannah,

State: GA

Zip Code: 31405

Telephone Number: 912-200-3041

Email: gcoleman@cci-sav.com


Signature of Owner

Owners Name (Print)

Personally appeared before me BRAD COWAN
print)

(Owner

ATTACHMENT C - SITE PLAN REQUIREMENTS

All Variance submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

- A. Dimensions of the property involved.
- B. Location and dimensions of existing and/or proposed structures with the type of usage designated.
- C. Requested variance in relation to existing structures and surrounding parcels and uses.
- D. Access road or easement.
- E. Setbacks.
- F. Right-of-way.
- G. Proposed or existing water, sewer, and drainage facilities.
- H. Buffers.
- I. Off-street parking.
- J. Wetlands.
- K. Floodplain.
- L. Loading areas, parking, signage, and outdoor lighting.

Appendix C – Zoning Ordinance, Article VII. – Planning Board, Section 7.1. Organization

7.1.8 Variances. On an appeal from an order, requirement, decision, or determination of the zoning administrator, the planning board may recommend that the county commission grant a variance in the application of the provisions of the zoning ordinance, only if all the following findings are made:

7.1.8.1 That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.

7.1.8.2 That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

BK:2691 PG:796-799

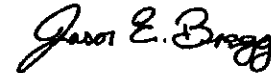
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FILED IN OFFICE
CLERK OF COURT
05/21/2021 11:40 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

-7428341760
PARTICIPANT ID

PREPARED BY AND
WHEN RECORDED RETURN TO:

McManamy Jackson Hollis, LLC
415 Eisenhower Drive, No. 1
Savannah, Georgia 31406
File 1-2101830-ALS



REAL ESTATE
TRANSFER TAX
PAID: \$1,800.00
PT-61 051-2021-001638

(Above Space for Recorder's use only)

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed as of May 19, 2021, by ACCOMMODATION COMPANY X, LLC, a Georgia limited liability company, whose address is P.O. Box 15887, Tallahassee, Florida 32315 (hereinafter called the "Grantor"), in favor of Cowan Investments LLC, a Georgia limited liability company, whose address is 1208 Wilmington Island Road, Savannah, Georgia 31410 (hereinafter called the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situated in Chatham County, Fulton (the "Property"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances thereto belonging or in anywise incident or appertaining.

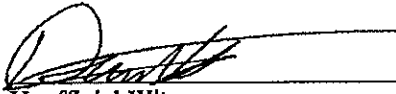
TO HAVE AND TO HOLD, all and singular the Property unto the Grantee and the Grantee's heirs or successors and assigns, forever.

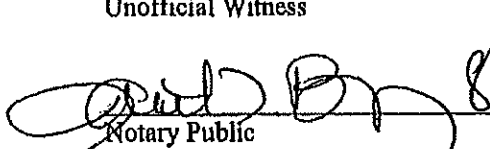
AND, Grantor does hereby bind the Grantor and the Grantor's heirs or successors, to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's heirs or successors and assigns, against the Grantor and those claiming by, through or under Grantor, but not otherwise.

This conveyance is made subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

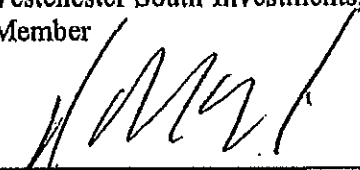

Notary Public

My Commission Expires: 8/21/24

GRANTOR:

ACCOMMODATION COMPANY X, LLC,
a Georgia limited liability company

By: Westchester South Investments, LLC, As
Sole Member

By:  (SEAL)
Name: R. Richard Yates
Title: Manager

[NOTARY SEAL]

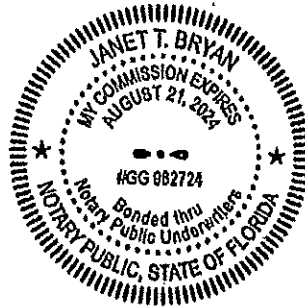


Exhibit A

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Tract 5 on a plat entitled "A Subdivision Plat of Old Augusta Road Development of a 779.61 Acre Portion of the Abercorn Creek Tract" prepared by EMC Engineering Services, Inc. for Del-A-RAB, INC. dated September 3, 2004, recorded in Plat Cabinet C58, Slide F-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract contains 33.26 acres, more or less. Said Tract was conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk's Office. Said deed and map are incorporated herein by reference.

Old Augusta Road
Tax PIN 04760004E00

AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, known as Tracts 1 and 3 upon a plat entitled "A Recombination Plat of Tracts 2, 3, 4 & 6 Old Augusta Road" prepared by EMC Engineering Services, Inc. for RMDC, Inc. dated April 15, 2015, recorded in Plat Cabinet D153, Slide D-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract 1 contains 68.75 acres, more or less and said Tract 3 contains 1.36 acres, more or less. Said Tracts were conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk's Office. Said deed and plat are incorporated herein by reference.

Old Augusta Road

Tract 1 Tax PIN 04760004D00
Tract 3 Tax PIN 04760004B00

Exhibit B**Permitted Exceptions**

- 1) Taxes for the year 2021 and subsequent years, and any additional taxes for the current year or any prior years as a result of any re-assessment or re-billing of taxes, which are not yet due or payable.
- 2) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 398, Effingham County, Georgia records.
- 3) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 401, Effingham County, Georgia records.
- 4) 30' Easement to Dixie Plywood Company contained in that certain Deed from Union Camp Corporation, a Virginia corporation dated February 25, 1969 recorded in Deed Book 147, Page 306, Effingham County, Georgia records.
- 5) Right of Way Easement dated December 19, 1980 recorded in Deed Book 198, Page 146, Effingham County, Georgia records.



Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: **Greg Coleman** as agent for **Cowan Investments, LLC** requests to **rezone** 71.24 acres from **R-1** to **I-1 Heavy Industrial**, for the development of industrial warehouses. Located on Old Augusta Road.

Map# 476 Parcel# 4B & 4D

Summary Recommendation: Staff have reviewed the application, and recommend **approval** of the request to **rezone** 71.24 acres from **R-1** to **I-1** for the development of industrial warehouses.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcels were part of a larger combination of parcels rezoned to R-1 and reviewed as a DRI (#1211) in 2007. Residential development plans have been reviewed, but land clearing permits have never been issued.
- The scale of the warehouse development exceeds the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project (DRI # 3397) warranted regional review; requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the Regional Future Development Map, which shows the project site area as: Developed - Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided.
- The project site is in a mixed use area, according to the Future Land Use map.
- Old Augusta Road is a county truck route, which can accommodate the proposed truck traffic.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 71.24 acres from **R-1** to **I-1** for the development of industrial warehouses, with the following conditions:
 1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
 2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
 3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
 4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
 5. Applicant must submit a sketch plan for review.
- Peter Smith seconded the motion. The motion carried unanimously.
- The applicant requested to be placed on the September 7 Board of Commissioners meeting agenda. At the September 7 meeting, the Board postponed the public hearing to October 5.

Alternatives

1 – Approve the request to **rezone** 71.24 acres from **R-1** to **I-1** Heavy Industrial, with the following conditions:

1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
5. Applicant must submit a sketch plan for review.

2 – Deny the request to **rezone** 71.24 acres from **R-1** to **I-1** Heavy Industrial.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Development Services

Funding Source: N/A

Attachments:

- | | |
|--|-------------------------|
| 1. Rezoning Application and Checklist | 4. Conceptual Site Plan |
| 2. Ownership Certificate/Authorization | 5. Aerial Photograph |
| 3. Deed | 6. DRI report |

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
476-4B & 4D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
476-4B & 4D

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, GREG COLEMAN as agent for COWAN INVESTMENTS, LLC, has filed an application for a variance from the required buffers between I-1 heavy industrial and R-1, AR-1, and AR-2 zoning districts; map and parcel number 476-4B & 4D, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on September 7, 2021 and notice of said hearing having been published in the Effingham County Herald on August 18, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 4, 2021; and

IT IS HEREBY ORDAINED THAT a variance from the required buffers between I-1 heavy industrial and R-1, AR-1, and AR-2 zoning districts; map and parcel number 476-4B & 4D, located in the 5th commissioner district, is approved.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: **Greg Coleman** as Agent for **Cowan Investments, LLC** request approval of a **sketch plan** for the Cowan Property – Proposed Warehouses, zoned **R-1** proposed zoning **I-1**.
Map# 476 Parcel# 4B & 4D

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the **sketch plan** for the Cowan Property – Proposed Warehouses.

Executive Summary

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Staff met with the development team, and discussed options for relocating the entrance location and storm water ponds.
- Variances to the buffer requirements are necessary to develop the project as proposed. If variances are not approved, a revised sketch plan must be submitted for review.
- Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
- All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
- Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
- A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to **deny** the **sketch plan** for the Cowan Property – Proposed Warehouses, as submitted.
- Michael Larson seconded the motion. The motion carried unanimously.
- The applicant requested to be placed on the September 7 Board of Commissioners meeting agenda. At the September 7 meeting, the Board postponed the public hearing to October 5.
- On August 26, the applicant submitted a revised sketch plan proposal, which is included in the application materials. The new sketch plan shows the revised buffer variance requests.

Alternatives

1. Approve of the **sketch plan** for the Cowan Property – Proposed Warehouses, with the following condition:

1. All requested buffer variances are approved by the Board of Commissioners.

2. Deny the **sketch plan** for the Cowan Property – Proposed Warehouses.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph 2. Sketch Plan

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

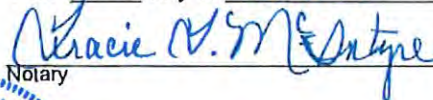
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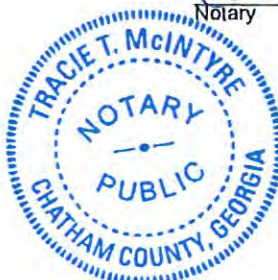
Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Cowan Property - Proposed WarehousesName of Applicant/Agent Greg Coleman Phone 912-200-3041Company Name Coleman Company, Inc.Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405Owner of Record Cowan Investments, LLC Phone 912-313-4653Address 500A Morgan Industrial Blvd. Savannah, GA 31407Engineer Coleman Company, Inc. Phone 912-200-3041Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405Surveyor Coleman Company, Inc. Phone 912-200-3041Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405Proposed water Effingham County Proposed sewer Effingham CountyTotal acreage of property 71.24 Acreage to be divided N/A Number of Lots Proposed N/ACurrent Zoning R-1 Proposed Zoning I-1 (Heavy) Tax map – Block – Parcel No 04760004B00 & 04760004D00Are any variances requested? Yes If so, please describe: _____Reduction of perimeter buffer requirements to adjacent properties and properties located across
Old Augusta Rd. and Abercorn Rd.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 9th day of August, 2021.

 Notary


 Applicant
 Owner


Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use
(a) Project Information:	
<input checked="" type="checkbox"/>	1. Proposed name of development.
<input checked="" type="checkbox"/>	2. Names, addresses and telephone numbers of owner and applicant.
<input checked="" type="checkbox"/>	3. Name, address and telephone number of person or firm who prepared the plans.
<input checked="" type="checkbox"/>	4. Graphic scale (approximately 1"=100') and north arrow.
<input checked="" type="checkbox"/>	5. Location map (approximately 1" = 1000').
<input checked="" type="checkbox"/>	6. Date of preparation and revision dates.
<input type="checkbox"/>	7. Acreage to be subdivided.
(b) Existing Conditions:	
<input checked="" type="checkbox"/>	1. Location of all property lines.
<input checked="" type="checkbox"/>	2. Existing easements, covenants, reservations, and right-of-ways.
<input checked="" type="checkbox"/>	3. Buildings and structures.
<input checked="" type="checkbox"/>	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
<input checked="" type="checkbox"/>	5. Existing utilities including water, sewer, electric, wells and septic tanks.
<input checked="" type="checkbox"/>	6. Natural or man-made watercourses and bodies of water and wetlands.
<input type="checkbox"/>	7. Limits of floodplain.
<input type="checkbox"/>	8. Existing topography.
<input checked="" type="checkbox"/>	9. Current zoning district classification and land use.
<input type="checkbox"/>	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:	
<input type="checkbox"/>	1. Layout of all proposed lots.
<input type="checkbox"/>	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
<input checked="" type="checkbox"/>	3. Proposed zoning and land use.
<input type="checkbox"/>	4. Existing buildings and structures to remain or be removed.
<input type="checkbox"/>	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
<input checked="" type="checkbox"/>	6. Proposed retention/detention facilities and storm-water master plan.

N/A	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
N/A	8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

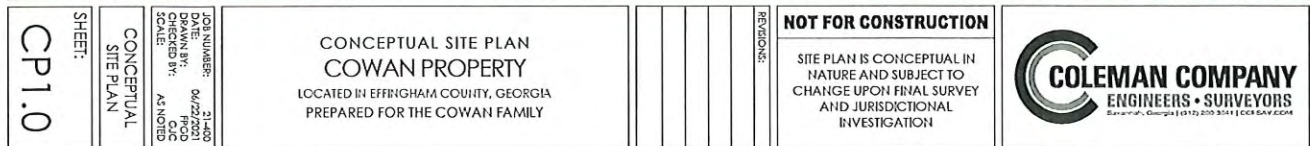
This 9th day of AUGUST, 2021.

Tracie T. McIntyre
Notary

Applicant [Signature]
Owner [Signature]



Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023





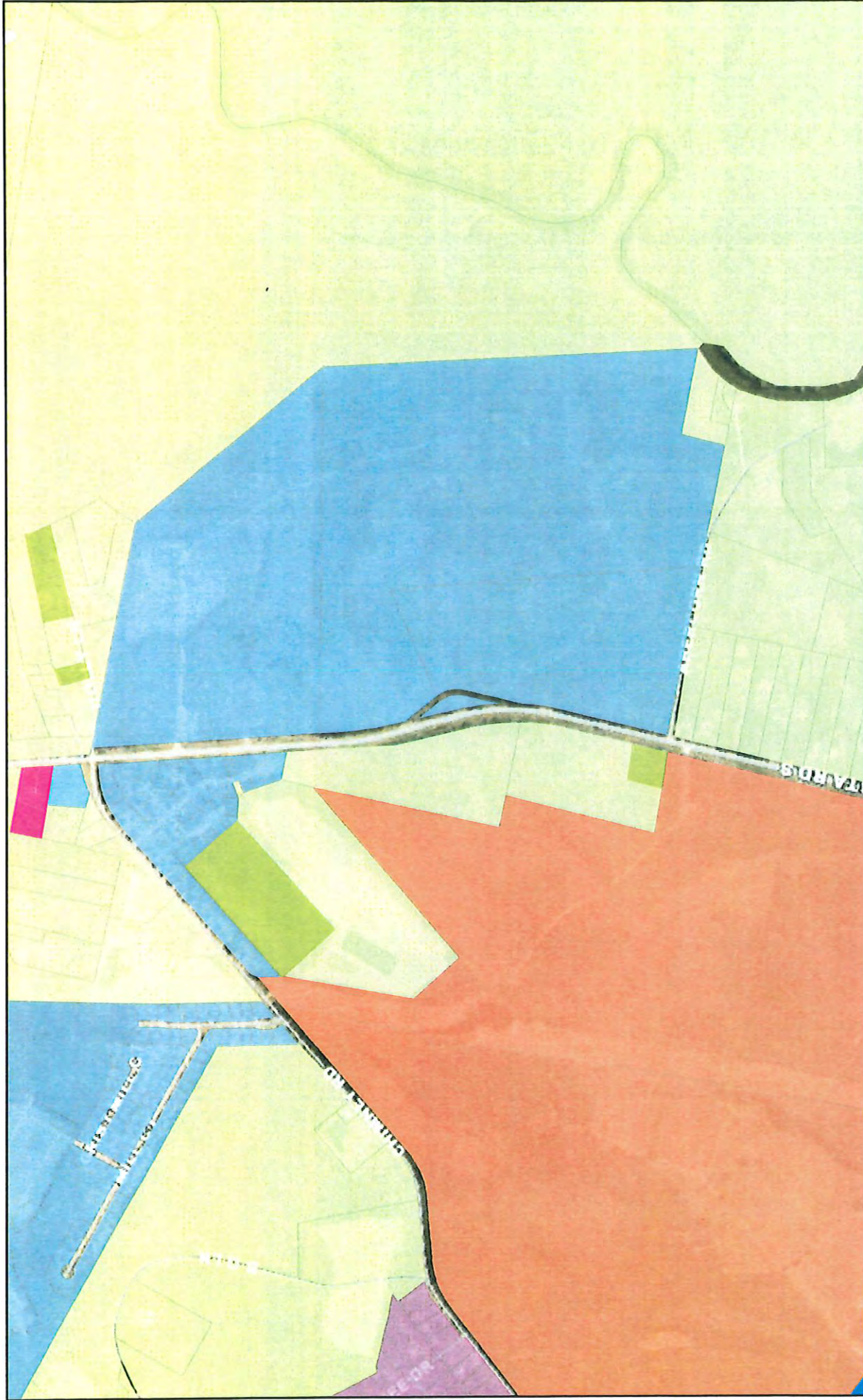
ArcGIS Web Map



Old Augusta Rd & Abercorn Rd



476-4B & D



6/22/2021, 3:22:03 PM

EffinghamCountyZoneClass

AR-1
AR-2

R-1
R-3
B-1
B-2
B-3
I-1
CP
PD

1:18,056

0 0.13 0.25 0.4 0.5 mi
0 0.2 0.4 0.8 km

Esri., Inc., City of Naperville, Illinois, Maxar

Maxar | Esri., Inc., City of Naperville, Illinois | <https://www.fws.gov/wetlands/data/data-download.html> | ArcGIS Web AppBuilder

Item X. 5.

AMENDED APPLICATION MATERIAL

*** * * * ***

(SUBMITTED 8/26/2021)

EFFINGHAM COUNTY

SKETCH PLAN SUMMITAL FORM

Revised Application
8/26/2021

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Cowan Property - Proposed Warehouses

Name of Applicant/Agent Greg Coleman Phone 912-200-3041

Company Name Coleman Company, Inc.

Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Owner of Record Cowan Investments, LLC Phone 912-313-4653

Address 500A Morgan Industrial Blvd. Savannah, GA 31407

Engineer Coleman Company, Inc. Phone 912-200-3041

Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Surveyor Coleman Company, Inc. Phone 912-200-3041

Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 71.24 Acreage to be divided N/A Number of Lots Proposed N/A

Current Zoning R-1 Proposed Zoning I-1 (Heavy) Tax map – Block – Parcel No 04760004B00 & 04760004D00

Are any variances requested? Yes If so, please describe: _____

Reduction of perimeter buffer requirements to adjacent properties and properties located across Old Augusta Rd.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 9th day of AUGUST, 2021.

Tracie T. McIntyre
Notary

Applicant

Owner

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
	X	1. Proposed name of development.
	X	2. Names, addresses and telephone numbers of owner and applicant.
	X	3. Name, address and telephone number of person or firm who prepared the plans.
	X	4. Graphic scale (approximately 1"=100') and north arrow.
	X	5. Location map (approximately 1" = 1000').
	X	6. Date of preparation and revision dates.
	N/A	7. Acreage to be subdivided.
(b) Existing Conditions:		
	X	1. Location of all property lines.
	X	2. Existing easements, covenants, reservations, and right-of-ways.
	X	3. Buildings and structures.
	X	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	X	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	X	6. Natural or man-made watercourses and bodies of water and wetlands.
	N/A	7. Limits of floodplain.
	N/A	8. Existing topography.
	X	9. Current zoning district classification and land use.
	N/A	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
	N/A	1. Layout of all proposed lots.
	N/A	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	X	3. Proposed zoning and land use.
	N/A	4. Existing buildings and structures to remain or be removed.
	N/A	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	X	6. Proposed retention/detention facilities and storm-water master plan.

N/A	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
N/A	8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 9th day of AUGUST, 2021.

Tracie T. McIntyre
Notary

Applicant [Signature]
Owner [Signature]



Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



Staff Report

Subject: Approval of a Mass Notification System
Author: Clint Hodges, Fire Chief & EMA Director
Department: 20-EMA
Meeting Date: 10/05/2021
Item Description: Consideration for a Mass Notification System

Summary Recommendation: Staff recommends approving a contract with American Signal Corporation (ASC) for a Mass Notification System.

Executive Summary/Background: In order to get information to the public as quickly as possible, EMA is recommending that the County consider a Mass Notification System.

Several demos were scheduled with various companies, with ASC being both the most operationally functional and lowest cost.

This system will allow alerts/notifications to be created for mass distribution of information, or for tailored groups.

The contract is for three years, with a cost breakdown of Year 1: \$6,600, Year 2: \$7,306, and Year 3: \$7,306.

The contract was publicly procured via the TIPS national purchasing cooperative.

Options/Alternatives for Commission to Consider:

Recommended Option: Approve the Contract with American Signal Corporation for a mass notification system.

Other Alternative(s): Deny

Department Review: EEMA, Purchasing, County Attorney

Funding Source: Dept 20-EMA

Attachments: Contract

ASC ALERT

SERVICE AGREEMENT

This ASC ALERT Service Agreement (this "Agreement") is entered into, by and between American Signal Corporation, located at 8600 West Bradley Road, Milwaukee, WI 53224 and Effingham County located at 601 N Laurel St, Springfield, GA 31329 effective as of the 9th of August, 2021.

1. Scope of Services

1.1 Services. In consideration for the payment of fees by Customer provided for herein, during the Term, American Signal Corporation agrees to provide to Customer the following services (collectively, the "Services"):

a) Setup of a ASC ALERT Account whereas American Signal Corporation will use the Master Administration to plug in Customer specific account parameters;

b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch;

c) Use of ASC ALERT Account; and

d) Provide the Customer training for internal personnel on the ASC ALERT Platform and how to best utilize its functionality.

1.2 Updates. From time-to-time American Signal Corporation may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). American Signal Corporation shall incorporate and provide the Updates at no additional charge to Customer when and if available.

1.3 Restrictions. Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder.

1.4 Ownership. American Signal Corporation is and shall remain, the licensee or the owner of the Platform and any related documentation and all related intellectual property including without limitation, all

copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter ("American Signal Corporation Property"). No property or ownership right or interest in the American Signal Corporation Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to American Signal Corporation all of its right, title and interest in any such American Signal Corporation Property. Any and all meta-data contained within the Platform such as (i) individuals' personal information, (ii) private contact information; (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

2. Account

2.1 Approval of Account. American Signal Corporation grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that American Signal Corporation may reasonably establish from time to time.

2.2 Customer Responsibilities.

(a) **Approvals.** Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

(b) **Directions.** Customer shall promptly provide American Signal Corporation with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by American Signal Corporation from Customer in order to perform the Services. American Signal Corporation may rely on any directions provided to it by Customer and shall incur no liability as a result thereof. American Signal Corporation shall not be required to follow any Directions not made or confirmed in writing.

2.3 Trademarks. Customer hereby grants to American Signal Corporation a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. American Signal Corporation agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay American Signal Corporation the following fees (collectively, the "Fees"):

(a) Account Set-up Fees: For each Account, in consideration for the set-up services provided by American Signal Corporation for each Account, Customer shall pay American Signal Corporation the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

(b) Annual Account Maintenance Fees For each account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay American Signal Corporation the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4. Term

4.1 Term. The term of this Agreement commences on the Contract Term Date and continues for Three (3) Years thereafter (together with any renewal term, the "Term") as specified in Schedule A. The agreement will automatically renew for each additional year thereafter unless written termination notice is provided from Customer at least 45 days prior to the end of the current year. In the event terms in which American Signal Corporation is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum, this agreement will immediately be terminated.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the

benefit of its creditors; or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other.

5. Confidentiality

5.1 Confidential Information Each party ("Recipient") acknowledges that in the course of American Signal Corporation performing the Services each party may have access to certain Confidential Information of the Disclosing Party.

5.2 Duties. Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

5.3 Exceptions. The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal

obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure.

5.4 Ownership of Confidential Information.

The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Liability; Warranty

6.1 Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) American Signal Corporation Warranty.

American Signal Corporation hereby represents and warrants that it shall perform all Services it shall perform all Services in a good and workmanlike manner. The foregoing shall not

be construed as a warranty that the Platform of Services will function without error.

7. Carrier Restrictions/Requirements

7.1 General Carrier Restrictions Customer acknowledges and agrees that (i) one or more Carriers may obligate American Signal Corporation to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and equipment (ii) American Signal Corporation may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. American Signal Corporation will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that American Signal Corporation is obligated to require Customer to acknowledge and comply with. Customer will promptly notify American Signal Corporation if Customer determines that Customer is unwilling to comply or cannot comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in American Signal Corporation suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event that charges are instituted by the Carrier that are not reasonably acceptable to Customer, Customer may terminate this Agreement by notice to American Signal Corporation.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by American Signal Corporation or its content providers (such as the Customer) of a Carrier agreement or violation of requirements imposed by Carriers on American Signal Corporation and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that American Signal Corporation has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove American Signal Corporation's access to the Carrier network. If Carriers notify American Signal Corporation of any alleged violation, and American Signal Corporation does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the with respect to such Carriers network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual

property rights of others, the Carrier may notify American Signal Corporation in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with American Signal Corporation until such a time as the complaint has been remedied or otherwise resolved. American Signal Corporation has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligation described in this Section may prevent American Signal Corporation from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither American Signal Corporation nor the Carriers will be liable to Customer or any other party for lack of privacy or security experienced when using American Signal Corporation Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to American Signal Corporation or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither American Signal Corporation nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither American Signal Corporation nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, interrupted and free from unauthorized access or that all messages will be delivered.

7.7 Notwithstanding any language to the contrary contained herein, American Signal Corporation and Carrier agree to comply with statutes relevant to the receipt and handling of personal information.

8. Miscellaneous

8.1 Technical Terms. Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

8.2 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

8.3 Remedies Cumulative. Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative not alternative.

8.4 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Springfield, Georgia for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement.

8.5 Notices. All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by electronic mail, personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at their either the respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt.

8.6 No Partnership Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

8.7 No Waiver. A waiver by either of the Parties of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or enforceable it shall be deemed to have been severed from the Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties regarding the subject hereof, except those expressly set forth herein.

8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

8.11 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of interest in the Agreement without prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interests to any

affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

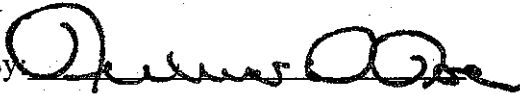
8.12 Further Assurances. The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date 8/9/2021.

American Signal Corporation

Effingham County-Georgia

By: 

By: _____

Name: Richard Roe

Name: _____

Title: Executive Vice President

Title: _____

SCHEDULE A

1. Contract Term Date:

Year 1: 8/9/2021 – 8/9/2024

2. Account Set-up Fee: (waived)

3. Total Combined Account Maintenance Fee and Payment Due Dates

Year 1: \$6,660

- *Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.*

Year 2: \$7,306

- *Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.*

Year 3: \$7,306

- *Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.*

Staff Report

Subject: Approval of Turnout Gear Purchase
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 10/05/2021
Item Description: Consideration for Purchase of Turnout Gear

Summary Recommendation: Staff recommends approving the purchase of 27 sets of turnout gear for the Fire Department.

Executive Summary/Background: Fire/Rescue typically purchases 15-20 sets of gear per year, but with COVID last year, the purchase was postponed. As such, funding for 27 sets was approved in the current FY budget.

Turnout gear has a maximum lifespan of 10 years, per NFPA, however with heavy use, gear typically has a lifespan of closer to 6-7 years.

This purchase was publicly bid through a collective purchasing group, NPP.GOV, which has been used for several other purchases to streamline the bid process.

Options/Alternatives for Commission to Consider:

Recommended Option: Approval of the Purchase of Turnout Gear for Fire/Rescue

Other Alternative(s): Deny

Department Review: Fire, Purchasing

Funding Source: Dept 55-FIRE, \$58,257.63

Attachments: Price Agreement, GPO, Purchase Req/Quote, RFP, RFP Details

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.


THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

BY: 98C546F8869143E...
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Date: _____

BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____

LEAGUE OF OREGON CITIES
Fire Fighter Personal Protective Equipment Solicitation Synopsis
Solicitation No. 1915

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighter Personal Protective Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighter Personal Protective Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1915) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

The RFP was published in USA Today on November 12th, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on February 21st, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:

**LEAGUE OF OREGON CITIES
(LOC)**
NOTICE OF SOLICITATION
LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").
Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020
For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rpf@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814381

LOC received a proposal (s) from the following vendor (s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing</u> : Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25
<u>Product Line (Score only categories proposed)</u> : Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15
<u>Marketing</u> : Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service</u> : Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15
<u>Proven Experience</u> : Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10
<u>Conformance</u> : Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<u>TOTAL</u>	100

Pricing Structure

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

LION: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Veridian: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
 COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067	MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488	Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59 th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477	Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794	NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
Unimac Attn: Philip Lapenta PO Box 990 Shepard Street Ripon, WI 54971	HAIX Attn: Sandy Longarzo 2320 Fortune Drive Suite 120 Lexington, KY 40509	Veridian Attn: Doug Daffler 2710 W. Milwaukee St. Spencer, IA 51301
Draeger Attn: George Ballance 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085	GearGrid Attn: Jeff Anderson 670 S.W. 15 th St. Forest Lake, Mn 55025	

Mike Cully
 Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by
 Mike Cully.



NOTARY PUBLIC in the State of Oregon
 Residing at Salem, OR
 My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bld Location Salem, OR, Marlon County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019

Michelle Ropp

Michelle Ropp

Selah Michele Farmer

Notary Public-State of Oregon



LEAGUE OF OREGON CITIES (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rip@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

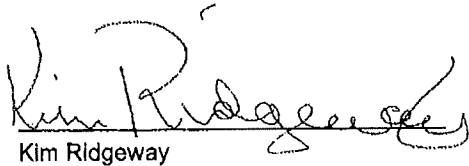


January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

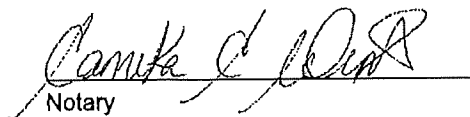


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.



Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 18, 2022
No. GG 208003

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

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Fire Fighter Personal Protection Equipment (PPE) #1915

Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920

Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm

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Fire Apparatus #1905

Public Safety Medical Supplies, Equipment & Monitors #1935

Electrical Products & Lighting Equipment #1925

Responses due 5:00 pm

February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at:

<http://pioneerelectric.coop/resources/storm-restoration/>
Bids due by 12/2/2019.

IN SEARCH OF

Attention Diabetics! NO More Finger Pricking

Get Your New GCM Devices

Covered by Medicare

(must test/inject 4+ x a day)

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ANTIQUE CLASSICS

Wanted Old Foreign Project Cars!

Any old foreign cars/Any Condition Porsche, Jaguar, Mercedes, Rolls Royce, Ferrari and more. Fast and Easy transactions. Cash on the spot.

Call 703-832-2202

BUSINESS

BUSINESS OPPORTUNITIES

STILL CHASING MONEY?

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Newcomers doing better than \$30 K in their first month!

TooDamnEasy.com

Referral ID MA80659.

Direct Marketing Opp.

BUSINESS OPPORTUNITIES

Help Families Save Thousands on College

- Work from home
- B2B Big-ticket Sales
- High Profit Margins
- All digital
- Exclusives & 50% Financing may be available

850.781.9131

INVESTMENTS

20% APR PAID & INSURED

You Hold the Title
P&I Paid Monthly
\$45k Investment
\$66k Return
Short Term

985-630-6485

MARKETPLACE

NOVELTY

<https://brooklynnovelty.com/>



Novelty products at low prices!

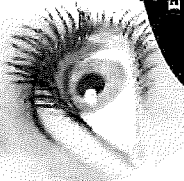
In the tradition of Christmas, we will be giving away a product with every order as supplies last.

Find us on Facebook at: Guy From Brooklyn

HEALTH/FITNESS

Macular Degeneration, Cataract, Glaucoma

- How to heal without injections!
- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
- Discover how STEM CELLS can help your vision.



1-800-430-9328 www.USAEyeReport.com
Edward Kondrot, MD Board Certified Ophthalmologist

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Advertise in USA TODAY's

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Call: 1-800-397-0070

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Vendor Name: Ten-8 Fire & Safety LLC

Address: 2904 59th Avenue Drive East

Bradenton, FL 34203

1-800-228-8368

Vendor #

P.O. #

COMPETITIVE PRICING (REQUIRED IF ABOVE \$500.00)

SIGNATURE

DATE _____

ORIGINATOR

SUPERVISOR

DEPARTMENT HEAD

PURCHASING AGENT**FINANCE OFFICER**

LEVEL: \$1500

LEVEL: \$1501 - \$3000

LEVEL: \$3001 - \$10,000

LVL: \$10,001 - \$20,000

**** OVER \$20,000 ****

**** OVER \$20,000 ****

**** OVER \$20,000 ****

**** OVER \$20,000 ****

**** OVER \$20,000 ****

COUNTY ADMINISTRATOR

COUNTY COMMISSIONER 1

COUNTY COMMISSIONER 2

COUNTY COMMISSIONER 3

COUNTY COMMISSIONER 4

COUNTY COMMISSIONER 5

130

**Sales Quote**

Page: 1

IN SERVICE TO SERVE YOU
TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote Number: Q213878
Sales Quote Date: 1/25/2021

Customer ID: EFFINGHAM
SalesPerson: James Hennessey
Email: jhennessey@ten8fire.com
Ten-8 Contact: Jeff Reed
Email: jreed@ten8fire.com

Sell To :
EFFINGHAM FIRE RESCUE
4636 HIGHWAY 21 NORTH
SPRINGFIELD, GA 31329

Ship To :
EFFINGHAM FIRE RESCUE
4636 HIGHWAY 21 NORTH
SPRINGFIELD, GA 31329

Payment Terms : Due Upon Receipt of
Product Or Service

Ship Via :

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
GLB-CLASSIX COAT	CLASSIX COAT	EACH	27	1,112.82	30,046.14
GLB-CLASSIX PANT	CLASSIX PANT	EACH	27	703.32	18,989.64
CRN-CTRD-71B2A1221	1044 BLACK W/DEFENDER,VISOR,STANDARD FLANNEL HDBND	EACH	27	257.05	6,940.35
THR-804-6369-11	BOOTS LEATHER SIZE 11 MED	PAIR	27	262.50	7,087.50
FRT INCL	FREIGHT CHARGES INCLUDED Please apply \$4,806.00 Credit Due When Billing	EACH	1		

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 63,063.63

Subtotal: 63063.63
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total: 63,063.63

This Quote is valid until 09/26/21

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

Fire Fighter Personal Protective Equipment



Product Specifics

Ten-8 Fire Equipment, Inc. is a major United States distributor of fire and emergency apparatus and equipment. Some products on contract include:

- Turnout Gear: (Globe)
- Wildland Protective Gear: (Firedex & PGI)
- Helmets: (MSA)
- Gloves: (Firedex, Hexarmor & Shelby)
- Boots: Globe, Hexarmor & Shelby)
- Accessories: (Boston Leather & ESS)
- Maintenance & Cleaning

Lead Public Agency: League of Oregon Cities

RFP #1915

CONTRACT TERM

CONTRACT NUMBER: PS20080

Effective Date: 03/26/2020

Initial expiration: 03/26/2023

Possible extensions through: 03/26/2026

Pricing Details

This contract offers up to 30% off list price.

For pricing and product details, log in to nppgov.com.

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Ten-8 Fire Equipment, Inc. vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1915

SOLICITATION FOR: FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)** at the address listed below, until **5:00 PM PST** on **JANUARY 24TH, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC PUBLIC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915
LEAGUE OF OREGON CITIES
 c/o Procurement Coordinator
 1201 Court St. NE
 Suite 200
 Salem, OR 97301

All Proposals must clearly state RFP #1915 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915
LEAGUE OF OREGON CITIES
 c/o Procurement Coordinator
 1201 Court St. NE
 Suite 200
 Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may

also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

- 1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales

under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".

2.2 PRODUCTS AND SERVICES:

- 2.2.1 Provide a description of the FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.
- 2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

- A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

- B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by

appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated

minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12TH, 2019**4.1.2 Question and Answer period**

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1915, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24TH, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on JANUARY 24TH, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24TH, 2020 to MARCH 5TH, 2020.

Approximate date of award: MARCH 5TH, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:**4.2.1 The solicitation documents may be reviewed in person at the following address:**

**LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator

Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above.
No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP"
#1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60)

days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1915." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1915." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1915.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 **EVALUATION AND POST SUBMISSION**

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the

Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

- a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.
- b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]	
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes <input type="checkbox"/> No <input type="checkbox"/> [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2**Declaration of Non-Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

These specifications are intended to cover the complete range of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE). Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE:

- **Proposers are not required to respond to all categories.** Proposals will only be evaluated based on the categories to which they respond.
- **Requirement Standards (as applicable):**
 - All items of firefighter protective ensembles/turnouts and accessories shall meet all applicable NFPA standards, current edition at time of manufacture including NFPA 1851, 1855, 1951, 1971, 1975, 1976, 1977 and 1999 as well as applicable Federal OSHA standards including CFR 1910 Subpart L and 29CFR Part 1910.1030. All items shall include applicable NFPA certification stamp/label, and garment labeling and identification.
 - All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.
 - At least one heat-sealed label (as specified in NFPA 1971) of the material manufacturer shall be stamped on the inside material of each garment.
 - Contract vendor shall offer to provide to Purchaser, or upon Purchaser request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.
- **Services:**
 - Contract vendor shall supply to Purchaser, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.
 - Purchaser shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Purchaser for review and acceptance. Contract vendor shall

receive Purchaser's approval prior to processing order.

- All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Purchaser representative for workmanship, appearance, proper function of all components, and conformance to these or Purchaser requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Purchaser for re- inspection and acceptance.
- Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning may be offered. Pricing for these services shall be included in. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.
- Maintenance and Cleaning services and equipment including firefighting turnout gear laundry machines and related equipment and series may be offered.

CATEGORIES: (Some of the below listed elements/categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response).

- **Fire (Firefighter) Turnouts or Turnout Gear:** all fire turnout gear and accessories being proposed shall be available in a variety of designs, patterns, closure and/or fly options, styles and colors. Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements. Please include a sample catalog (paper or electronic).
- **Wildland Fire Fighting Protective Gear** to provide protection for emergency services personnel from the adverse environmental effects encountered by personnel performing wildland firefighting operations.
- **EMS & General Fire Garments** (clothing designed to provide protection for emergency services personnel):
 - **Technical Rescue**
 - **Urban Search and Rescue**
 - **Emergency Medical Operations Protective Ensembles**
 - **Station Wear**
- **Helmets**, including but not limited to: structural firefighting, wildland firefighting, and technical rescue. Helmets shall be offered in a variety of sizes and colors. All helmets shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Gloves**, including but not limited to: structural firefighting wildland firefighting, extrication, technical rescue, general work gloves, etc. All gloves offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Boots**, including but not limited to: structural firefighting, wildland firefighting, technical rescue, general work/station wear boots, etc. All boots offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Accessories**, including but not limited to: body worn integrated electronic monitoring (or physiologic monitoring) and/or location tracking systems, eye protection (e.g. goggles, glasses, visors, etc.), belts, straps, radio holders, storage equipment, etc.
- **Maintenance & Cleaning Services:**
- **Protective Garment Laundry Machines** this would include extractors (e.g. mechanical machines, chemicals for processing, and drying devices).:
 - **Garment Decontamination**

- Garment Care
- Other:

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Wildland Fire Fighting Protective Gear	
EMS & General Fire Garments	
• Technical Rescue	
• Urban Search and Rescue	
• Emergency Medical Operations Protective Ensembles	
• Station Wear	
Helmets	
Gloves	
Boots	
Accessories	
Protective Garment Laundry Machines	
• Extractors	
• Decontamination chemicals	
Maintenance & Cleaning Services	
Other	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15			Comments:

<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15			Comments:
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5			Comments:
<u>TOTAL</u>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
 PUYALLUP SCHOOL DIST 3
 KITSAP COUNTY
 FIFE SCHOOL DIST 417
 RIVERVIEW SCHOOL DIST 407
 GONZAGA UNIVERSITY
 PLANNED PARENTHOOD OF WESTERN
 WASHINGTON
 SNOHOMISH COUNTY
 MASON COUNTY
 FEDERAL WAY SCHOOL DIST
 SPOKANE COUNTY
 ISSAQUAH SCHOOL DIST 411
 ADAMS COUNTY FIRE DISTRICT
 ADAMS COUNTY HEALTH DISTRICT
 AFFILIATED HEALTH SERVICES
 ALDERWOOD WATER DISTRICT
 ANACORTES PORT OF
 ANACORTES SCHOOL DISTRICT 103
 ANNAPOLIS WATER DISTRICT
 ASOTIN COUNTY
 AUBURN SCHOOL DISTRICT 408
 BAINBRIDGE IS SCHOOL DISTRICT 303
 BAINBRIDGE ISLAND FIRE DEPARTMENT
 BAINBRIDGE ISLAND PARKS
 BATTLE GROUND SCHOOL DISTRICT 119
 BELLEVUE SCHOOL DISTRICT 405
 BELLINGHAM PORT OF
 BELLINGHAM SCHOOL DISTRICT 501
 BENTON COUNTY
 BENTON COUNTY FIRE DISTRICT
 BENTON COUNTY PUD
 BENTON FRANKLIN COUNTY
 BENTON FRANKLIN PRIVE INDUST CNCL
 BENTON PORT OF
 BETHEL SCHOOL DISTRICT 403
 BIG BROTHERS BIG SISTERS OF KING CO
 BIRCH BAY WATER & SEWER DISTRICT
 BLANCHET SCHOOL DISTRICT
 BREMERTON KITSAP CO HEALTH DISTRICT
 BREMERTON PORT OF
 BREMERTON SCHOOL DISTRICT 100
 BURLINGTON EDISON SCHOOL DIST 100
 CANCER RESEARCH AND BOISTATISTICS
 CASCADE BLUE MT FD SHR
 CASCADE IRRIGATION DISTRICT
 CASHMERE SCHOOL DISTRICT 222
 CATHOLIC COMM SVCS OF KING CO
 CENTRAL KITSAP SCHOOL DISTRICT 401
 CENTRAL WAS COMP MENTAL HEALTH
 CENTRALIA SCHOOL DISTRICT 40
 CHEHALIS SCHOOL DISTRICT 302
 CHELAN COUNTY
 CHELAN COUNTY COMMUNITY HOSPITAL
 CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1
 CHELAN DOUGLAS COUNTY HEALTH DIST
 CHENEY CARE CENTER
 CHILD CARE RESOURCE & REFERRAL
 CHILDRENS THERAPY CENTER
 CHIMACUM SCHOOL DISTRICT 49
 CLALLAM COUNTY
 CLALLAM COUNTY FIRE DISTRICT
 CLALLAM COUNTY HOSPITAL DISTRICT
 CLALLAM COUNTY PUD
 CLARK COUNTY
 CLARK COUNTY FIRE DISTRICT
 CLARK COUNTY PUD
 CLE ELUM-ROSLYN SCHOOL DISTRICT 404
 CLOVER PARK SCHOOL DISTRICT 400
 CNTRL WHIDBEY FIRE & RESCUE
 COAL CREEK UTILITY DISTRICT
 COALITION AGAINST DOMESTIC VIOLENCE
 COLUMBIA COUNTY
 COLUMBIA IRRIGATION DISTRICT
 COLUMBIA MOSQUITO CONTROL DISTRICT
 COMMUNITY CHRISTIAN ACADEMY
 COMMUNITY PSYCHIATRIC CLINIC
 COMMUNITY TRANSIT
 CONFEDERATED TRIBES OF CHEHALIS
 CONSOLIDATED DIKING IMPROVEMENT DIST
 CONSOLIDATED IRRIGATION
 COWLITZ COUNTY
 COWLITZ COUNTY FIRE DISTRICT
 COWLITZ COUNTY PUD
 CROSS VALLEY WATER DISTRICT
 DAYTON SCHOOL DISTRICT 2
 DOUGLAS COUNTY
 DOUGLAS COUNTY FIRE DISTRICT
 DOUGLAS COUNTY PUD
 DRUG ABUSE PREVENTION CENTER
 E COLUMBIA BASIN IRRIGATION DIST
 EAST WENATCHEE WATER
 EATONVILLE SCHOOL DIST 404
 EDMONDS SCHOOL DISTRICT 15
 EDUCATIONAL SERVICE DIST 114
 EDUCATIONAL SERVICE DISTRICT 113
 ELLENSBURG SCHOOL DIST 401
 ENUMCLAW SCHOOL DIST
 EVERETT PORT OF
 EVERETT PUBLIC FACILITIES DIST
 EVERGREEN MANOR INC
 EVERGREEN SCHOOL DIST 114
 FEDERAL WAY FD
 FERRY COUNTY
 FERRY COUNTY PUBLIC HOSPITAL
 FERRY OKAHOGAN FPD
 FOSS WATERWAY DEVELOPMENT AUTHORITY
 FRANKLIN COUNTY
 FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
 FRIDAY HARBOR PORT OF
 GARDENA FARMS IRRIGATION DIST 13
 GARFIELD COUNTY
 GRAND COULEE PROJECT
 GRANDVIEW SCHOOL DIST 116/200
 GRANITE FALLS SCHOOL DIST 332
 GRANT COUNTY
 GRANT COUNTY HEALTH DIST
 GRANT COUNTY PUD
 GRAYS HARBOR COUNTY
 GRAYS HARBOR COUNTY FIRE DIST
 GRAYS HARBOR COUNTY PUD # 1
 GRAYS HARBOR PORT OF
 GRAYS HARBOR PUB DEV AUTH
 GRAYS HARBOR TRANSIT
 GRIFFIN SCHOOL DIST 324
 HARBORVIEW MEDICAL CENTER
 HAZEL DELL SEWER DIST
 HEALTHY MOTHERS HEALTHY BABIES COAL
 HIGHLINE SCHOOL DIST 401
 HIGHLINE WATER DIST
 HOMESIGHT
 HOPELINK
 HOQUIAM SCHOOL DIST 28
 HOUSING AUTHORITY OF PORTLAND
 ILWACO PORT OF
 INCHELIUM SCHOOL DIST 70
 ISLAND COUNTY
 ISLAND COUNTY FIRE DIST
 JEFFERSON COUNTY
 JEFFERSON COUNTY FIRE DIST
 JEFFERSON COUNTY LIBRARY
 JEFFERSON COUNTY PUD
 JEFFERSON GENERAL HOSPITAL
 KARCHER CREEK SEWER DIST
 KELSO SCHOOL DIST 458
 KENNEWICK GENERAL HOSPITAL
 KENNEWICK SCHOOL DISTRICT 17
 KENT SCHOOL DIST 415
 KETTLE FALLS SCHOOL DIST 212
 KING COUNTY
 KING COUNTY FIRE DIST
 KING COUNTY HOUSING AUTHORITY
 KING COUNTY LIBRARY
 KING COUNTY WATER SEWER
 KINGSTON PORT OF
 KITSAP COUNTY FIRE & RESCUE
 KITSAP COUNTY LIBRARY
 KITSAP COUNTY PUD 1
 KITTITAS COUNTY
 KITTITAS COUNTY PUD
 KITTITAS COUNTY RECLAMATION DIST
 KLINKITAT COUNTY
 KLINKITAT COUNTY PUD
 LAKE CHELAN RECLAMATION DIST
 LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414
 LAKEHAVEN UTILITY DIST
 LAKEWOOD SCHOOL DIST 306
 LEWIS CO PUD 1
 LEWIS COUNTY
 LEWIS COUNTY FIRE DIST
 LEWIS PUBLIC TRANSPORTATION
 LIBERTY LAKE SEWER & WATER DIST
 LINCOLN COUNTY
 LINCOLN COUNTY FIRE DIST
 LONGVIEW PORT OF
 LONGVIEW SCHOOL DIST 122
 LOTT WASTEWATER ALLIANCE
 LUMMI INDIAN NATION
 MANCHESTER WATER DIST
 MARYSVILLE SCHOOL DIST 25
 MASON COUNTY FIRE DIST
 MASON COUNTY PUD
 MEAD SCHOOL DIST 354
 METRO PARK DISTRICT OF TACOMA
 MID COLUMBIA LIBRARY
 MIDWAY SEWER DISTRICT
 MONROE SCHOOL DIST 103
 MORTON SCHOOL DIST 214
 MOSES LAKE PORT OF
 MOUNT BAKER SCHOOL DIST
 MT VERNON SCHOOL DISTRICT 320
 MUKILTEO SCHOOL DIST 6
 MUKILTEO WATER DIST
 NAVAL STATION EVERETT
 NE TRI COUNTY HEALTH DIST
 NORTH CENTRAL REGIONAL LIBRARY DIST
 NORTH KITSAP SCHOOL DIST 400
 NORTH SHORE UTILITY DISTRICT
 NORTH THURSTON SCHOOL DISTRICT
 NORTHSORE SCHOOL DIST 417
 NORTHWEST KIDNEY CTR
 NORTHWEST WORK FORCE DEVELOPMENT CO
 NW REGIONAL COUNCIL
 OAK HARBOR SCHOOL DIST 201
 OAKVILLE SCHOOL DIST 400
 OCOSTA SCHOOL DIST 172
 OKANOGAN COUNTY
 OKANOGAN COUNTY FIRE DIST
 OKANOGAN COUNTY PUD
 OKANOGAN SCHOOL DISTRICT
 OLYMPIA PORT OF
 OLYMPIA SCHOOL DISTRICT 111
 OLYMPIA THURSTON CHAMBER FOUNDATION
 OLYMPIC AREA AGENCY ON AGING
 OLYMPIC MEMORIAL HOSPITAL DIST
 OLYMPIC REGION CLEAN AIR AGENCY
 OLYMPIC VIEW WATER & SEWER DIST
 OLYMPUS TERRACE SEWER DIST
 PACIFIC COUNTY
 PACIFIC COUNTY FIRE
 PARATRANSIT SERVICES

PASCO SCHOOL DIST
 PEND OREILLE COUNTY CONSERV DIST
 PEND OREILLE COUNTY PUB HOSP DIST
 PEND OREILLE COUNTY PUD
 PENINSULA SCHOOL DISTRICT 401
 PERRY TECHNICAL INSTITUTE
 PIERCE COUNTY
 PIERCE COUNTY FIRE DIST
 PORT ANGELES PORT OF
 PORT ANGELES SCHOOL DISTRICT 121
 PRESCOTT SCHOOL DIST
 PUGET SOUND CLEAN AIR AGENCY
 PUGET SOUND SCHOOL DIST
 QUINCY COLUMBIA BASIN IRRIG DIST
 RICHLAND SCHOOL DIST 400
 S KITSAP SCHOOL DISTRICT 402
 S SNOHOMISH CO PUBLIC FAC DIST
 SAFEPLACE
 SAMISH WATER DIST
 SAMMAMISH WATER AND SEWER DIST
 SAN JUAN COUNTY
 SAN JUAN COUNTY FIRE DIST
 SEA MAR COMM HEALTH CTR
 SEATTLE JEWISH PRIMARY SCHOOL
 SEATTLE PORT OF
 SEATTLE SCHOOL DIST 1
 SEATTLE UNIVERSITY
 SECOND AMENDMENT FOUNDATION
 SECOND CHANCE INC
 SENIOR OPPORTUNITY SERVICES
 SHELTON SCHOOL DISTRICT 309
 SILVERDALE WATER
 SKAGIT COUNTY
 SKAGIT COUNTY CONSERVATION DIST
 SKAGIT COUNTY FIRE DIST
 SKAGIT COUNTY ISLAND HOSPITAL
 SKAGIT COUNTY PORT OF
 SKAGIT COUNTY PUD 1
 SKAGIT TRANSIT
 SKAMANIA COUNTY
 SKOOKUM INC
 SNOHOMISH COUNTY LIBRARY
 SNOHOMISH COUNTY PUD
 SNOHOMISH HEALTH DISTRICT
 SNOHOMISH SCHOOL DISTRICT 201
 SOAP LAKE SCHOOL DISTRICT 156
 SOOS CREEK WATER AND SEWER DIST
 SOUND TRANSIT
 SOUTH COLUMBIA BASIN IRRIG DIST
 SOUTH EAST EFFECTIVE DEVELOPMENT
 SOUTH SOUND MENTAL HEALTH SERVICES
 SOUTHWEST YOUTH & FAMILY SERVICES
 SPECIAL MOBILITY SERVICES INC
 SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
 SPOKANE COUNTY FIRE DIST
 SPOKANE COUNTY LIBRARY
 SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL
 STANWOOD SCHOOL DIST 410
 STEVENS COUNTY
 STEVENS COUNTY PUD
 STILLAGUAMISH TRIBE OF INDIANS
 SUMNER SCHOOL DISTRICT 320
 SUNNYSIDE PORT OF
 SUNNYSIDE SCHOOL DISTRICT 201
 SUQUAMISH TRIBE
 SW CLEAN AIR AGENCY
 SWINOMISH TRIBE
 TACOMA DAY CHILD CARE AND PRESCHOOL
 TACOMA MUSICAL PLAYHOUSE
 TACOMA PORT OF
 TACOMA SCHOOL DISTRICT 10
 TACOMA-PIERCE CO
 TAHOMA SCHOOL DISTRICT 409
 TERRACE HEIGHTS SEWER DISTRICT
 THURSTON COMMUNITY TELEVISION
 THURSTON COUNTY
 THURSTON COUNTY CONSERVATION DIST
 THURSTON COUNTY FIRE DISTRICT
 TOPPENISH SCHOOL DISTRICT 202
 TOUCHET SD 300
 TRIUMPH TREATMENT SERVICES
 TUKWILA SCHOOL DIST 406
 TUMWATER SCHOOL DISTRICT 33
 U S DEPARTMENT OF TRANSPORTATION
 UNITED WAY OF KING COUNTY
 UNIVERSITY PLACE SCHOOL DIST
 UPPER SKAGIT INDIAN TRIBE
 VAL VUE SEWER DISTRICT
 VALLEY TRANSIT
 VALLEY WATER DISTRICT
 VANCOUVER PORT OF
 VANCOUVER SCHOOL DISTRICT 37
 VASHON ISLAND SCHOOL DISTRICT 402
 VERA IRRIGATION
 VETERANS ADMINISTRATION
 VOLUNTEERS OF AMERICA
 WA ASSOC OF SCHOOL ADMINISTRATORS
 WA ASSOC SHERIFFS & POLICE CHIEFS
 WA GOVERNMENTAL ENTITY POOL
 WA LABOR COUNCIL AFL-CIO
 WA PUBLIC PORTS ASSOCIATION
 WA RESEARCH COUNCIL
 WA ST ASSOCIATION OF COUNTIES
 WA STATE PUBLIC STADIUM AUTHORITY
 WAHIAKUM COUNTY
 WALLA WALLA COLLEGE
 WALLA WALLA COUNTY
 WALLA WALLA COUNTY FIRE DISTRICT
 WALLA WALLA PORT OF
 WALLA WALLA SD 140
 WASHINGTON ASSOCIATION
 WASHINGTON COUNTIES RISK POOL
 WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
 WASHINGTON PUBLIC AFFAIRS NETWORK
 WASHINGTON STATE MIGRANT COUNCIL
 WEST VALLEY SCHOOL DISTRICT 208
 WEST VALLEY SCHOOL DISTRICT 363
 WESTERN FOUNDATION THE
 WHATCOM CONSERVATION DIST
 WHATCOM COUNTY
 WHATCOM COUNTY FIRE DISTRICT
 WHATCOM COUNTY RURAL LIBRARY DIST
 WHIDBEY GENERAL HOSPITAL
 WHITMAN COUNTY
 WHITWORTH WATER
 WILLAPA COUNSELING CENTER
 WILLAPA VALLEY SCHOOL DISTRICT 160
 WILLAPA VALLEY WATER DISTRICT
 WINLOCK SCHOOL DISTRICT 232
 WOODINVILLE FIRE & LIFE SAFETY DIST
 WOODLAND PORT OF
 YAKIMA COUNTY
 YAKIMA COUNTY FIRE DISTRICT
 YAKIMA COUNTY REGIONAL LIBRARY
 YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC
 YAKIMA-TIETON IRRIGATION DISTRICT
 YELM COMMUNITY SCHOOL DISTRICT
 YMCA - TACOMA PIERCE COUNTY
 YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
 Washington State local and municipal agencies may
 also utilize the resulting Master Price Agreement;
 provided they enter into the Intergovernmental
 Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and TEN-8 FIRE EQUIPMENT, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

TEN-8
2904 59th Ave. Dr E.
Bradenton, FL 34203
ATTN: Cindy Morgan
Email: CMorgan@ten8fire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

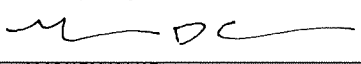
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature: Morgan, Cindy
FC6D29A6A2E64A0...

Printed Name: Morgan, Cindy

Title: VP of Rescue and Equipment Sales
TEN-8 FIRE EQUIPMENT, INC.

Dated: 3/26/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Globe – Turn out gear	42%
Firedex -Turn out gear	25%
Wildland Fire Fighting Protective Gear	
Firedex Tecgen51	5%
PGI	15%
EMS & General Fire Garments	-
• Technical Rescue	-
• Urban Search and Rescue	-
• Emergency Medical Operations Protective Ensembles	-
• Station Wear	-
Helmets	-
Bullard (WILDLAND ONLY)	30%
MSA Helmets	25%
Gloves	-
FIREDEX GLOVES	0%
HEXARMOR	15%
SHELBY	5%
Boots	-
Globe Boots	30%
Haix Boots	15%
Thorogood Boots	20%
Accessories	-
Boston Leather	10%
ESS- product	25%
ESS- Parts	10%
SaferStraps	0%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	-
Groves Incorporated Laundry Machines	15%
Other	-

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Staff Report

Subject: Effingham Health System Intergovernmental Agreement/Resolution
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: October 5, 2021
Item Description: Consideration to approve a revised Intergovernmental Agreement and a Resolution to Support between Effingham County and the Effingham County Hospital Authority

Summary Recommendation:

Staff is requesting approval of the agreement and supporting resolution for the Effingham Hospital.

Executive Summary:

Effingham Health System is making preparations to expand its operations and services to better meet the healthcare needs of the citizens of the growing community.

Background:

The Board of Commissioners approved an Intergovernmental Agreement with Effingham Hospital December 17, 2020 for the purposes of securing financing through the issuance of revenue anticipation certificates for modernization and expansion of the hospital. Since this time the Agreement and Resolution has been amended to reflect a reduction in of the HUD loan from \$39M to \$35.3M. The terms of the loan will remain as stated within the previous agreement.

Alternatives for Commission to Consider:

1. Approve the Revised Intergovernmental Agreement and Resolution to Support as presented.
2. Do not approve the Agreement and Resolution
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative# 1

Other Alternatives: N/A

Department Review: Administration/County Attorney

Funding Source: Payments to the Hospital are paid from the hospital fund and the courts, in monthly installations.

Attachments:

1. Intergovernmental Agreement (amended)
2. Resolution of Support
3. Intergovernmental Agreement (2020)

**SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

EFFINGHAM COUNTY

AND

EFFINGHAM COUNTY HOSPITAL AUTHORITY

THIS CONTRACT, made and entered into as of _____, 2021, by and between **EFFINGHAM COUNTY** (the "County"), acting by and through its Board of Commissioners, and the **EFFINGHAM COUNTY HOSPITAL AUTHORITY D/B/A EFFINGHAM HOSPITAL** (the "Authority");

WITNESSETH:

WHEREAS, pursuant to the provisions of the Hospital Authorities Law of Georgia (O.C.G.A., Section 31-7-70 et seq, as amended) (the "Hospital Authorities Law"), the County established the Authority pursuant to a resolution adopted by the Board of Commissioners of Roads and Revenue for Effingham County on February 6, 1968, and the Authority is now legally created, existing and operating; and

WHEREAS, the Hospital Authorities Law grants to the Authority the power to acquire, construct, equip, alter, repair and modernize health care facilities to promote the public health needs of the County and the State of Georgia; and

WHEREAS, the Authority has heretofore acquired and constructed and is now operating Effingham Hospital located in Springfield, Georgia (the "Hospital") and certain off campus outpatient facilities located in Effingham and Chatham Counties, Georgia (the off campus facilities and the Hospital are collectively referred to herein as the "Medical Facilities"); and

WHEREAS, after careful study, in 2010, the Authority determined that in order to meet the healthcare needs of the citizens of Effingham County, it was necessary to modernize and expand the Hospital through renovations and improvements with an approximate cost of \$30 Million dollars (the "Project"); and

WHEREAS, the Authority financed the amounts necessary for the Project in the amount of \$30,989,800, through the issuance of revenue anticipation certificates (the "2010 Loan"), which funds, combined with existing resources of the Authority, redeemed the Series 1998 Certificates and provide funds for the modernization and expansion of the Hospital; and

WHEREAS, the Authority financed the 2010 Loan through a lender (the "Lender") approved by the Federal Housing Administration (the "FHA"), in order to secure mortgage insurance from FHA thereby enhancing the credit of the Authority and reducing the borrowing cost on the 2010 Loan; and

WHEREAS, the recent community assessment for Effingham County found that the key illnesses that lead to higher mortality rates include oncology diagnosis, poverty and other social determinates that impact the health of the community; and

WHEREAS, the Authority through Effingham Hospital intends to engage in several additional projects to improve on the quality facilities and equipment available for clinical services and to expand its facilities to support access to healthcare services in the community; and

WHEREAS, in order to fund the additional projects, Authority intends to issue revenue anticipation certificates to redeem and refinance the 2010 Loans and obtain additional financing in a cumulative amount of approximately Thirty-five Million Three Hundred and Two Thousand

Nine Hundred Dollars (\$35,302,900.00) (“2021 Loan”) with a Lender approved by the FHA and secured by the FHA federal mortgage insurance program; and

WHEREAS, in order to secure FHA federal mortgage insurance, the Authority intends to provide to the Lender an irrevocable pledge of its revenues, including the revenues to be derived under this Contract; and

WHEREAS, this Contract is authorized by the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and under the provisions of the Hospital Authorities Law; and

WHEREAS, the County, acting through its Board of Commissioners, desires to enter into this Contract with the Authority for the provision of medical or other care and hospitalization of the indigent sick and poor within the County by the Authority, all for the best interests of the residents of the County; and

WHEREAS, on the effective date of this Contract, the terms and conditions of this Contract shall supersede and replace the prior terms and conditions of the Contract effective on October 19, 2010, as amended on December 15, 2020; and

NOW, THEREFORE, in consideration of the mutual promises and the undertakings as hereinafter set forth, it is agreed between the County and the Authority, each acting by and through its authorized officers, pursuant to resolutions duly adopted and properly passed, as follows;

1.

EFFECTIVE DATE; TERM

This Contract shall become effective as of the date of issuance and delivery of the 2021 Loan and shall continue in effect from said date until such time as the 2021 Loan as to principal, redemption premium, if any, and interest shall have been paid in full or provision duly made

therefore, but in no event shall the time hereof exceed 40 years, provided that the obligations of the County under this Contract shall not be extended beyond 30 years without the written consent of the County, which shall not be unreasonably withheld.

2.

COUNTY COVENANTS

The County covenants and agrees:

- (a) For and during the term of this Contract, it will send all of the residents of the County who are indigent or otherwise unable to pay for and in need of medical care and hospitalization, to the extent practicable and consistent with patient choice, to the Medical Facilities for such medical attention and hospitalization, and to pay for such services so rendered as hereinafter set forth.
- (b) For and during the term of this Contract, the County shall make monthly payments to the Authority in amounts as may be necessary to assure the continuous operation of the Authority and its Medical Facilities during the term of this Contract and to provide reasonable reserves for the Authority, such amount due and payable under this Contract shall be determined from year to year during the term of this Contract and no sums shall be paid for the services in excess of the amounts necessary to provide for the maintenance and operation of the Medical Facilities of the Authority, including reasonable reserves, thereby providing adequate and necessary facilities for medical care and hospitalization of the residents of the County who are indigent or otherwise unable to pay for their medical care, provided that the County and the Authority have agreed that the minimum monthly payments

necessary to support the operations of the Authority and provide reasonable reserves shall be Three Hundred Thousand and no/100 Dollars (\$300,000.00), totaling to Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year (the "Minimum Amount"), which Minimum Amount is based upon the anticipated cost of such services including the cost and expense of making the Medical Facilities available for the furnishing and performance of such services. The County shall levy an annual tax on all taxable property located within the boundaries of the County, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed two (2) mills (but not less than the millage necessary (up to the applicable maximum mil limit proscribed by the Georgia Hospital Authorities law) to provide the Minimum Amount set forth above), as may be necessary to produce in each calendar year revenues which in the aggregate will be sufficient to fulfill the County's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due all of the obligations herein contracted to be paid by the County hereunder. Nothing herein contained, however, shall be construed as limiting the right of the County to pay the obligations hereunder out of general funds or from other sources lawfully available for such purposes.

- (c) In order for the Authority to assure the payment of the County's obligations herein in a timely manner and without diminution, there is hereby created a first priority lien on any and all revenues realized by the County under and pursuant to the annual tax levied or payments otherwise made pursuant to the provisions of subparagraph

2 (b) above, which lien is superior to any that can hereafter be made or granted by the County.

3.

AUTHORITY COVENANTS

The Authority covenants and agrees, during the term of this Contract:

- (a) to maintain and have available for the use on the part of the County, upon direction and authorization from the proper County authorities, the Medical Facilities to care for the residents of the County who are indigent or otherwise unable to pay for their medical care.
- (b) receive for admittance any residents of the County who are indigent or otherwise unable to pay for their medical care. The Authority shall make no charge for its services to any such residents, except as herein provided. This Contract, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the Hospital of the Authority may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority from making charges for its services where the services are rendered to persons who are able to pay for some or all of their care. The Authority may also charge for services rendered to certain residents of the County who are indigent or otherwise

unable to pay for their medical care on a pro rata basis where such person or persons have some ability to pay.

- (c) Nothing herein shall be construed or operate to prohibit the Authority from withholding service to any person until suitable arrangements have been made by the person requesting treatment, or the person or agency acting for such person to pay for said treatment, subject to all state and federal laws, rules and regulations.
- (d) The Authority shall cooperate with the County in order to make the Medical Facilities available to the County and to persons for whom the County shall assume responsibility in furnishing medical attention and hospitalization.
- (e) The Authority shall provide to the County (i) an annual operating budget for each fiscal year of the Authority during the term hereof, together with information and data describing the operations of the Medical Facilities with comparative analysis to other similar healthcare institutions, on or before May 31 of each year and (ii) audited annual financial statements on or before 180 days after the end of the Authority's fiscal year. Failure of the Authority to provide its budget and audit in a timely manner shall not release the County from its obligations hereunder, but the County shall have such remedies as may be available at law or equity to require the Authority to produce such budget and audit in a prompt and timely manner. The Authority shall provide to the County quarterly reviews at a regularly scheduled meeting to demonstrate the cost of the uncompensated care provided by the Authority, beginning on a date determined by the County.
- (f) So long as this Contract remains in full force and effect, the Authority will operate the Medical Facilities on as economical a basis as is consistent with good practice

and any sums received over and above maintenance and operation costs, debt service, required reserves for contingencies and expansion, whether by payments from contracting parties hereto or from other sources, shall be used to pay amounts to the County to reduce its cost of uncompensated care, subject to approval by FHA and/or the Lender and provided such payments are permitted under the 2021 Loan covenants. The Authority, however, shall be the final arbiter and judge in accordance with the budget requirements of the Hospital Authorities Law pursuant to which the Authority was created, as to such excess earnings over and above debt service, maintenance, operation costs and reserves, provided that the Authority's determination as to the reserves necessary for future capital expansions in excess of \$500,000 shall be made with the advice and consent of the Board of Commissioners of the County, which consent shall not be unreasonably withheld.

- (g) For and during the term of this Contract, the Authority grants to the County a first right of refusal and option to purchase ("Right of First Refusal") all or substantially all of the assets of the Medical Facilities (the "Assets") in the event the Authority determines to sell all or substantially all of the Assets and has received a bona fide offer (the "Offer") to purchase the Assets containing terms and conditions acceptable to the Authority and approved by FHA. Upon such determination by the Authority, the Authority shall provide written notice of its intent to sell and the details of the Offer to the County. The County shall have forty-five (45) days to notify the Authority in writing if it intends to exercise its Right of First Refusal and purchase the Assets on the terms and conditions set forth in the Offer. In the event the County exercises its Right of First Refusal in a timely manner, it shall complete

the purchase of the Assets within ninety (90) days after notice by the County of such acceptance on the terms set forth in the Offer. In the event the County does not exercise its Right of First Refusal within said forty-five (45) days, the Authority shall be free to consummate the sale on the terms and conditions (excepting any non-material modifications thereto) set forth in the Offer. In the event the Authority does not consummate the sale in accordance with the Offer (excepting any non-material modifications thereto), the Right of First Refusal shall apply to any subsequent sale of the Assets occurring during the term of this Contract.

- (h) The County shall have the right during the term hereof to perform or have performed, at its expense, financial and/or performance audits of the operations and books and records of the Authority.

4.

MUTUAL COVENANTS

It is mutually agreed:

- (a) The Authority has undertaken to and will operate the Medical Facilities so as to produce sufficient revenues to continuously operate the same. The revenues to be derived from the services and facilities herein contracted for, as well as any other revenues so received by the Authority, are hereby irrevocably pledged to FHA and/or the Lender.
- (b) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth verbatim herein.

- (c) After the initial closing of the 2021 Loan, the Authority may from time to time, issue additional indebtedness, bonds, revenue' certificate or obligations ranking as to the lien on the Assets of the Authority on a parity with, or junior to, the 2021 Loan provided that:
- (1) The payments covenanted to be made on the 2021 Loan have been made as required and the 2021 Loan is not otherwise in default;
 - (2) The governing body of the County approves the issuance of said additional indebtedness and reaffirms the provisions of this Contract; and
 - (3) FHA and/or the Lender approve the issuance of the additional indebtedness.
- (d) While this Contract is between the parties hereto, it is acknowledged that FHA and/or the Lender has an interest herein, and the parties hereto covenant that this Contract cannot be modified or amended in any particular manner which would in any respect adversely affect the rights of FHA and/or the Lender, without their prior written consent.
- (e) This Contract and the obligations of the County and the Authority hereunder shall terminate in the event the Authority or any subsequent operator of the Hospital discontinues operations of the Hospital and is no longer capable of providing medical care and hospitalization to the residents of the County.
- (f) If any disagreement shall arise with reference to any of the terms or conditions of this Contract, or with reference to any matter connected with same, except as to the payments required to be made pursuant to the provisions of paragraph 2(b) hereof, the obligation for which shall be absolute and unconditional, such disagreement or dispute shall be immediately submitted to, and decided by, arbitration in

accordance with the rules of the American Arbitration Association, except as modified hereby. The County shall select one arbitrator and the Authority shall select one arbitrator and the two so selected shall select a third arbitrator. The decision of two of the three arbitrators so chosen shall control and shall be binding on the parties hereto, as a condition precedent to any action before a court of law or equity; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be appointed by the Judge of the Superior Court of Effingham County upon application by any of the parties hereto.

- (g) Should any phrase, clause, sentence, or paragraph of this Contract be held invalid or unconstitutional, it shall in nowise affect the remaining provisions, which said provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed as of the day and year first above written.

EFFINGHAM COUNTY

By: _____
Board of Commissioners

(SEAL)

Attest: _____
County Clerk

**EFFINGHAM COUNTY HOSPITAL
AUTHORITY**

By: _____
Its: _____

(SEAL)

Attest: _____
Its: _____

RESOLUTION TO SUPPORT**#021-049****AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT****BETWEEN EFFINGHAM COUNTY AND****EFFINGHAM COUNTY HOSPITAL AUTHORITY**

WHEREAS, Effingham County and the Effingham County Hospital Authority executed an Intergovernmental Agreement (“IGA”) on October 19, 2010 to support the 2010 Bonds utilized for the modernization and expansion of the Hospital Authority of Effingham County’s hospital assets known as Effingham Hospital, Inc. d/b/a Effingham Health System (referred to herein as “Effingham Hospital”);

WHEREAS, pursuant to the IGA, Effingham Hospital agrees to provide access to healthcare services for the indigent and sick in Effingham County;

WHEREAS, the modernization project was successful and Effingham Hospital services continue to expand to serve the growing population in Effingham County;

WHEREAS, the recent community assessment for Effingham County found that the key illnesses that lead to higher mortality rates include oncology diagnosis, poverty and other social determinates that impact the health of the community;

WHEREAS, Effingham Hospital is an essential community provider in Effingham County and has expanded its healthcare services, including specialized services such as oncology and cardiology to best meet the needs of the community;

WHEREAS, Effingham Hospital intends to engage in several additional projects to improve on the quality facilities and equipment available for clinical services and to expand its facilities to support access to healthcare services in the community;

WHEREAS, in order to facilitate the expansion and further development of clinical services in the community, Effingham Hospital intends to refinance the 2010 Bonds and obtain additional funding through a mortgage program insured by the United States Housing and Urban Development Authority (“HUD”) to be referred to herein as “2021 Bonds”;

WHEREAS, in order to support the refinancing and Effingham Hospital’s intent to obtain additional funding, the County desires to amend the IGA to reflect the refinanced bonds will now be referred to as 2020 Bonds to include the final amount of the indebtedness and all other terms of the IGA shall remain substantially the same; and

WHEREAS, Effingham Hospital agrees to continue to perform its obligations under the IGA, as amended.

NOW, THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY
HEREBY adopts and approves the amendment to the IGA to enable Effingham County to refinance the 2010 Bonds to be referred to as the 2021 Bonds and to reflect the final financed amount through the HUD program to accurately reflect the Effingham Hospital indebtedness and its obligations to provide care to the indigent and sick in accordance with the obligations described in the IGA, as amended.

BE IT FURTHER RESOLVED, that the resolution herein authorizes adoption as prescribed effective this ____ day of _____, 2021

APPROVED FOR ADOPTION

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

Wesley M. Corbitt, Chairman

ATTEST:

Stephanie D. Johnson, County Clerk

Staff Report

Subject: Coastal Incentive Grant Program
Author: Mark Barnes, Deputy Director of Finance
Department: Finance Department
Meeting Date: 10/05/2021

Item Description: Consideration for ECBOC to ratify and affirm to contract with the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant (CIG) Program for a grant award.

Summary Recommendation:

Staff is requesting approval for ECBOC to ratify and affirm to contract with the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant (CIG) Program for a grant award.

Executive Summary:

The CIG Program is a competitive pass-through subgrant program made possible by a grant to GDNR from the National Oceanic and Atmospheric Administration (NOAA) through congressional funding pursuant to the Coastal Zone Management Act. Each year, the GCMP allocates a portion of its federal funding to the Coastal Incentive Grant program. These subgrants may be awarded to qualified county and municipal governments, regional commissions, state-affiliated research or educational institutions, or state agencies (except GDNR), provided the project takes place entirely within the eleven-county service area of the program. The CIG Program service area includes Brantley, Bryan, Camden, Chatham, Charlton, Effingham, Glynn, Liberty, Long, McIntosh and Wayne counties.

Effingham County plans to utilize the funds for a Stormwater Master Plan.

Background:

1. This is a 2-Year grant with cost share requirements and they are as follows:

YEAR 1

Category	CIG	Match	Total
Personnel		\$15,084.00(in-kind)	\$ 15,084.00
Fringe		\$ 5,731.92(in-kind)	\$ 5,731.92
Supplies		\$ 1,893.96	\$ 1,893.96
Subcontract	\$80,000.00	\$56,800.00	\$136,800.00
Other		\$ 500.00	\$ 500.00
Total	\$80,000.00	\$80,009.88	\$160,009.88

YEAR 2

Category	CIG	Match	Total
Personnel		\$17,707.20(in-kind)	\$ 17,707.20
Fringe		\$ 6,728.74(in-kind)	\$ 6,728.74
Supplies			
Subcontract	\$80,000.00	\$55,800.00	\$135,800.00
Other		\$ 275.00	\$ 275.00
Total	\$80,000.00	\$80,510.94	\$160,510.94

2. This is a reimbursement grant.

Alternatives for Commission to Consider:

1. Ratify and affirm to contract with GDNR CIG Program for a grant award.
2. Do not approve to ratify and affirm to contract with GDNR CIG Program for a grant award.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Ratify and affirm to contract with GDNR CIG Program for a grant award.

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County Engineering/Development Services

Funding Source:

Matching is annually \$1.00 federal to \$1.00 local (1:1).

Attachments:

GDNR CIG Award Letter

GDNR CIG Contract Information

**GEORGIA DEPARTMENT OF NATURAL RESOURCES
COASTAL INCENTIVE GRANT AWARD AGREEMENT
CYCLE 24**

Stormwater Master Plan Y1

This Award Agreement is entered into as of this 20th day of August, 2021, between the Georgia Department of Natural Resources, Coastal Resources Division (“DNR”), and Effingham County Board of Commissioners (“Subgrantee”). In consideration of the mutual promises and terms and conditions set forth in this Award Agreement, the parties covenant and agree as follows:

A. DEFINITIONS

“Subgrantee’s Application” means the Coastal Incentive Grant (CIG) application attached as Exhibit A to this Award Agreement.

“Grant Program” means the Coastal Incentive Grant Program as set forth in Chapter 391-2-5-.01 of the Rules and Regulations of the State of Georgia.

“Intellectual Property” means patentable inventions, including patentable business methods and processes, copyrightable materials, trademarks, software, and trade secrets.

“Life of the Project” is twenty (20) years after completion of the Project Services and includes expected repairs to a facility.

“Match Funds” means the minimum amount the Subgrantee is committed to provide as non-federal match funds in the Subgrantee’s Application.

“OMB” means the federal Office of Management and Budget.

“Project Services” means the deliverables required under this Award Agreement, including the Scope of Work and the special conditions set forth in the attached Exhibit A.

“Records” means Subgrantee’s books, records, documents, and other evidence pertaining to the costs and expenses of Subgrantee’s performance of the Project Services.

“Reimbursable Amount” means the maximum amount established in Section F that DNR will pay to Subgrantee under this Award Agreement on a reimbursable basis for allowable expenses incurred performing the Project Services.

“Reimbursable Cost(s)” means the portion of Subgrantee’s Request for Reimbursement that is approved by DNR for reimbursement of allowable expenses Subgrantee incurs in the performance of the Project Services.

“Request for Reimbursement” means Subgrantee’s invoice for reimbursement of allowable expenses incurred performing the Projects Services submitted to DNR on a form approved by DNR.

“Scope of Work” means the Scope of Work included in Subgrantee’s Application.

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B. PURPOSE

The purpose of the Coastal Incentive Grant Program is to provide financial assistance in the form of grants to eligible county and municipal governments, state agencies other than DNR, and educational and research institutions for projects that further the mission of the Coastal Management Program. After review and evaluation of Subgrantee's application, DNR determined that Subgrantee is an eligible entity and that Subgrantee's proposal meets the qualifications and requirements for financial assistance in accordance with the CIG Program.

C. AWARD

DNR awards a financial assistance subgrant to Subgrantee consistent with the terms of this Award Agreement. Subgrantee accepts the award of a financial assistance subgrant and will comply with the terms and conditions of this Award Agreement. Subgrantee will complete all Project Services in a manner reasonably satisfactory to DNR.

The following provision applies if this Award Agreement is for a 306A low-cost construction project and survive beyond the term of this project provided for in Section D: Funds shall only be used for projects on publicly owned or leased land, or land for which a public easement has been obtained. If the property is subject to a reversionary clause and reverts, then the Subgrantee shall reimburse DNR for the full amount of funds received for the project. If the land ceases to be available, or the project ceases to be used, for the intended use at any time during the Life of the Project, the Subgrantee shall reimburse DNR the full amount of the funds received for the project.

D. TERM

The initial term of this Award Agreement begins on October 1, 2021 and continues until September 31, 2022 or until the Project Services required under this Award Agreement are completed, whichever is earlier. DNR reserves the right, in its sole discretion, to extend the term of this Award Agreement, if the extension is determined to be in the best interest of DNR. Any extension is contingent upon the availability of funds lawfully appropriated and applicable to the deliverables described in the Scope of Work.

E. TIME OF PERFORMANCE

Time is of the essence in the performance of this Award Agreement. Subgrantee will submit semi-annual interim narrative Status Reports and a narrative Final Report to DNR in accordance with the following schedule and in a format provided by the DNR:

- Interim Status Report(s) by April 7, 2022 and every six months thereafter until project completion.
- Final Report no more than seven (7) days after completion of the Project Services or any earlier expiration or termination date.

F. REIMBURSABLE AMOUNT

DNR will reimburse Subgrantee a maximum of **\$ 80,000.00** for allowable expenses Subgrantee incurs in the performance of the Project Services.

G. MATCH FUNDS

Subgrantee will contribute a minimum of **\$ 80,010.00** in Match Funds toward its performance of the Project Services. Subgrantee will include summary information concerning its contribution of the Match Funds in the Final Report submitted to DNR under this Award Agreement. If the Reimbursable Costs actually payable to the Subgrantee are less than the maximum Reimbursable Amount, Subgrantee is only obligated to contribute Match Funds in the same ratio as the actual Reimbursable Costs is to the maximum Reimbursable Amount.

H. DISBURSEMENT OF AWARD

- (1) DNR, in its reasonable discretion, will determine when Subgrantee's performance of the Project Services is satisfactory and complete. However, the final disbursement shall not occur until the Final Report and all deliverables and work products are approved by DNR.
- (2) If Subgrantee is a local government, the disbursement of funds under this Award Agreement is contingent upon Subgrantee's status as a Qualified Local Government under the Georgia Planning Act (O.C.G.A § 50-8-1 *et seq.*) and compliance with the audit requirements of O.C.G.A § 36-81-7.
- (3) DNR reserves the right to withhold disbursement of funds and require the return of all funds previously disbursed if Subgrantee fails to fulfill its obligations under this Award Agreement or fails to comply with the requirements of the Georgia Planning Act or the audit requirements, if applicable.
- (4) Subgrantee will submit a Request for Reimbursement upon completion of the Project Services. If requested, Subgrantee must include documentation satisfactory to DNR to support all expenditures associated with a Request for Reimbursement. Each Request for Reimbursement must be accompanied by a written statement from Subgrantee certifying that the requested funds have been utilized by Subgrantee solely in the performance of the Project Services and that copies of records, documents and other evidence (including without limitation purchase orders, agreements, canceled checks, invoices, bills of lading and the like) sufficiently supporting the requested funds are maintained at Subgrantee's place of business and are available for review by DNR, the State Auditor or either's representative during normal business hours. DNR, in its sole discretion, may permit Subgrantee to submit interim Requests for Reimbursement. In no event will DNR consider an interim Request for Reimbursement until the tasks for which reimbursement is sought are completed. A Request for Reimbursement must be submitted to the following person:

Beth Tasciotti-Grants Coordinator
beth.tasciotti@dnr.ga.gov

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(5) Upon acceptance of the Project Services and receipt of all required documentation, DNR will conduct its review of the Request for Reimbursement. Upon completion of its review, DNR will provide written notification to Subgrantee as to which portion(s) of the Request for Reimbursement are Reimbursable Costs. Except as otherwise provided in this Award Agreement, DNR will promptly pay the Reimbursable Costs subsequent to DNR's written notification to Subgrantee of its approval. In no event is Subgrantee entitled to receive more than the Reimbursable Amount.

(6) DNR will send payment of the Reimbursable Costs to the attention of the following person(s):

NAME: Christy Carpenter
ADDRESS: 601 North Laurel Street
Springfield, Georgia 31329
EMAIL: revenuedesk@effinghamcourts.org
PHONE: 912-754-8012

Subgrantee may designate a different person(s) to receive payment by written notice to DNR.

I. INTERIM STATUS REPORTS

Subgrantee will provide DNR with one (1) *electronic* copy of all interim narrative Status Reports outlining the status of Subgrantee's implementation of the Project Services. Subgrantee will submit the reports to DNR in accordance with the schedule set forth in Section E and in a format provided by DNR. **The Subgrantee shall include a funding acknowledgement in accordance with Section Y of this Award Agreement on the title or cover page of each interim Status Report.**

J. FINAL REPORT

(1) Subgrantee will submit one (1) electronic copy of the approved narrative Final Report to DNR within seven (7) days of the completion of the Project Services. In addition to the Final Report, Subgrantee will submit one (1) electronic set of all deliverables, work product and other materials required by the Scope of Work within seven (7) days of the completion of the Project Services. **The Subgrantee shall include a funding acknowledgement in accordance with Section Y of this Award Agreement on the title or cover page of the Final Report and on all materials required by the Scope of Work.**

(2) Subgrantee will submit one (1) electronic copy of the approved GIS Metadata, if applicable, to DNR within seven (7) days of the completion of the Project Services and accompanying the Final Report. GIS Metadata must be provided in accordance with the template format supplied to Subgrantee by DNR.

(3) In the event that this Award Agreement is terminated prior to completion of the Project Services, Subgrantee will submit one (1) electronic copy, within seven (7) days of the termination date, of a narrative Final Report of the work completed prior to the termination date, as well as an electronic copy of all materials and metadata in development or completed by the termination date.

K. USE OF FUNDS / BUDGET CHANGES

(1) DNR will only approve the portion of Subgrantee's Request for Reimbursement that is reimbursement for monies that are not part of the Match Fund and that are expended by Subgrantee in performing the Project Services and for no other purpose. In the event DNR determines that all or part of the Reimbursable Costs were utilized for any purpose other than the Project Services, DNR may treat such unauthorized use of the Reimbursable Costs as a material default by Subgrantee and, in addition to any other remedies available to it under this Award Agreement, at law or in equity, may require the return of all funds previously disbursed to Subgrantee.

(2) No changes between categories in the budget set forth in the Subgrantee's CIG Application greater than 10% of the total budget are authorized without DNR's prior written approval. Subgrantee will give DNR written notice of any changes between categories in the budget that are less than 10% of the total budget at the time the change is made.

L. INTELLECTUAL PROPERTY

Any Intellectual Property arising out of the performance of this Award Agreement shall be governed by 15 CFR Part 24 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Section 24.34.

Subgrantee represents that it owns all right, title and interest in and to any Intellectual Property that Subgrantee uses in connection with this Award Agreement or otherwise has the right to use such Intellectual Property and license it to DNR without infringing or violating any law or right of any third party.

Subgrantee grants DNR a worldwide, non-exclusive, and royalty-free license in perpetuity to use, reproduce, exhibit, transmit and distribute any such Intellectual Property written, created, printed, invented or reduced to practice in connection with this Award Agreement and to create derivative works to such Intellectual Property.

M. RECORDS

(1) Accounting System/Records Retention Requirements

- a. Subgrantee will maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Award Agreement to the extent and in such detail as will properly reflect all costs for which Reimbursable Costs are paid and Match Funds are credited. Subgrantee's accounting procedures and practices will conform to the requirements of the Government Accounting Standards Board. Valuation of in-kind contributions and documentation of cost and cost-share will be consistent with accepted accounting principles and the applicable state and federal regulations, including without limitation OMB Circular A-87.
- b. Subgrantee will preserve and make available its Records to any authorized representative of DNR or the Georgia State Auditor for a period of five (5) years after the expiration of this Award Agreement. If this Award Agreement is completely or partially terminated, the Records relating to the terminated work must be preserved and made available for a

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period of five (5) years from the date of any resulting final settlement. Subgrantee will retain any Records that relate to appeals, litigation or the settlements of claims arising out of the performance of this Award Agreement, or any costs and expenses to which exception has been taken by the State Auditor or any of his duly authorized representatives, until such appeals, litigation, claims or exceptions are finally concluded.

- c. Subgrantee may, with DNR's prior written consent and in fulfillment of its obligation to retain the Records, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective Reimbursable Cost to which such Records relate. DNR, in its sole discretion and with the concurrence of the State Auditor, may authorize Subgrantee to retain original Records for a shorter period of time.

(2) Audit Requirements

The Georgia Department of Audits and Accounts (the "State Auditor"), or its duly authorized representatives, shall have the right, at any time and with reasonable notice, to enter into the Subgrantee's premises, or other such places where Services under this Agreement are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this Agreement. The State Auditor may also enter at any time and with reasonable notice when the State Auditor deems it necessary in order to conduct any activity within his or her authority or responsibility, including without limitation special examinations and audits of the Department, Subgrantee, subcontractor, and persons and entities other than them. These efforts include special examinations and audits which are, without limitation, financial audits (including financial related audits and financial statement audits), compliance audits, performance/operational audits, information systems and security audits, and vulnerability assessments or reviews with respect to Subgrantee's performance hereunder. Subgrantee shall grant the State Auditor and any representatives thereof full and complete access to Subgrantee's books and records as they relate to this agreement or the services, or as they may be required in order for the State Auditor to ascertain any facts relative to Subgrantee's performance hereunder. Subgrantee shall provide the State Auditor or any representatives thereof such information and assistance as requested in order to perform such audits; provided, however, that the parties shall endeavor to arrange such assistance in such a way that it does not interfere with the performance of Subgrantee's duties and obligations hereunder. Subgrantee shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same audit requirements by which Subgrantee is bound under this Agreement.

If Subgrantee is a non-profit organization as defined in O.C.G.A. § 50-20-2(5), Subgrantee will comply with the provisions of O.C.G.A. § 50-20-1 *et seq.*, including without limitation O.C.G.A. § 50-20-3.

(3) Additional Fiscal Requirements

- a. If a governmental organization, Subgrantee will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).

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- b. If an educational institution, Subgrantee will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).
- c. Subgrantee will comply with any other provisions of law that apply to receiving state and federal funds.

(4) Open Records Act

Because DNR is a public agency of the State of Georgia, information received by DNR or Subgrantee in the performance of this Award Agreement is subject to disclosure under Georgia's open records laws, O.C.G.A. § 50-18-70 *et seq.* ("Open Records Act"), unless exempt therefrom. Subgrantee shall timely respond to any Open Records Act request and will provide DNR with written notice of the receipt of the Open Records Act request and its response.

N. RIGHT TO INSPECT WORK

DNR, the State Auditor of Georgia or their authorized representatives, have the right to enter onto the premises of Subgrantee and all subcontractors or such other places where the Project Services are being performed during normal business hours for the purpose of inspecting, monitoring or otherwise evaluating such work.

O. RELATIONSHIP OF THE PARTIES

DNR and Subgrantee are independent contractors and not agents or employees of the other party. No party has authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other party.

P. TRADING WITH STATE EMPLOYEES

DNR and Subgrantee certify that this Award Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 *et seq.* in any respect.

Q. TERMINATION

- (1) DNR may terminate this Award Agreement for the convenience of DNR by providing thirty (30) days written notice of the termination date to Subgrantee.
- (2) If, through any cause, Subgrantee fails to fulfill in a timely and proper manner its entire obligations under this Award Agreement or if Subgrantee violates any of the covenants, agreements or stipulations of this Award Agreement, DNR may give Subgrantee written notice of its default, specifying the nature thereof. Subgrantee will have fifteen (15) calendar days from the date of receipt of such notice to cure its default. If the Subgrantee fails to cure the default within the fifteen (15) day notice period, DNR may terminate this Award Agreement by a subsequent written notice of termination to Subgrantee specifying the termination date and DNR may pursue any other rights and remedies available to it under this Award Agreement, at law or in equity. In the event DNR terminates this Award Agreement for cause under this subsection, DNR will not disburse any funds to Subgrantee under this Award Agreement and may require the return of all funds previously disbursed to Subgrantee.

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(3) In the event of an early termination for convenience under subsection Q1, DNR's obligations under this Award Agreement are fully discharged at the time that it reimburses Subgrantee for all expenses reasonably incurred prior to the termination date in satisfactory performance of this Award Agreement, including all non-cancelable obligations; provided, however, that where Subgrantee is contractually bound by this Award Agreement to provide matching funds, DNR will reimburse Subgrantee only in the ratio established by dividing the Reimbursable Amount by the Match Funds. In no event, however, will the total payments made by DNR under this Award Agreement exceed the Reimbursable Amount.

(4) If Subgrantee is a Regional Development Commission or a nonprofit corporation either created or controlled or caused to be created by the Commission and DNR finds that Subgrantee is failing or has failed to fully cooperate with the Georgia Department of Community Affairs in its conduct of a performance audit, this Award Agreement will be cancelled pursuant to O.C.G.A. § 50-8-35(i).

R. CHOICE OF LAW AND VENUE

This Award Agreement is made in the State of Georgia and will be construed in accordance with Georgia law, without application of conflicts of law principles. The exclusive jurisdiction for contract actions against DNR is the Superior Court of Fulton County, Georgia.

S. FORCE MAJEURE

DNR and Subgrantee are not responsible for any failure or delay in the performance of any obligations under this Award Agreement caused by acts of God, flood, fire, war, natural disaster or public enemy.

T. NOTICES

Any notice given under this Award Agreement will be in writing and is effective (i) at the time of the delivery if personally delivered, or (ii) the next business day following deposit with a nationally recognized mail or courier service, if addressed to the recipient as follows:

TO SUBGRANTEE:

Name: Timothy Callanan
Title: County Manager
Address: 601 North Laurel Street
Springfield, Georgia 31329
Email: purchasing@effinghamcountysc.gov
Telephone: 912-754-8012
Fax:

TO DNR:

Name: Beth Tasciotti
Title: Grants Coordinator
Address: GA DNR-Coastal Resources Div.
One Conservation Way, Suite 300
Brunswick, Georgia 31520-8687
Email: beth.tasciotti@dnr.ga.gov
Telephone: 912-262-3048
Fax: 912-262-3131

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Either party may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party are to be given.

U. COMPLIANCE WITH ALL LAWS

Subgrantee will comply with all applicable federal, state and local laws, rules, regulations, ordinances or executive orders, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 *et seq.*) and all other labor, employment and anti-discrimination laws.

V. AUTHORITY

Subgrantee represents that it has full power and authority to enter into and perform this Award Agreement, and that the person signing on behalf of Subgrantee has been properly authorized and empowered to enter into this Award Agreement. Subgrantee further acknowledges that it has read this Award Agreement, understands it and agrees to be bound by it.

W. DRUG FREE WORKPLACE

(1) Subgrantee certifies that:

- A. A drug-free workplace will be provided for Subgrantee's employees and/or subcontractors during the performance of this Award Agreement; and
- B. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Subgrantee's Name), (Subcontractor's Name) certifies to (Subgrantee's Name) that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Award Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

(2) Subgrantee understands and acknowledges that it may be suspended, terminated, or debarred if it is determined that:

- A. Subgrantee has made false certification; or
- B. Subgrantee has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

X. ASSIGNMENT

Subgrantee may assign this Award Agreement or any right or obligation to a third party only with the prior written consent of DNR or as designated in SUBGRANTEE's Scope of Work in Exhibit A.

Y. ACKNOWLEDGEMENT

Subgrantee shall include a CRD and NOAA logo ,along with the following acknowledgement, on all work products, including without limitation any interim status reports, the final report and all information, data, materials and deliverables, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages produced as a result of this Award Agreement:

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“Financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration and passed through the Coastal Management Program of the Department of Natural Resources.”

Any structure completed in whole or in part with funds under this Award Agreement must include a permanent sign, acknowledging the source of funding.

Z. CONTRACT INTERPRETATION

- (1) All provisions of this Award Agreement are severable, and the unenforceability, illegality or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions.
- (2) If a court of competent jurisdiction finds any provision of this Award Agreement to be ambiguous, an interpretation consistent with the purpose of this Award Agreement that would render the provision valid is favored over any interpretation that would render it invalid.
- (3) In the event of a conflict, inconsistency or incongruity between this Award Agreement and Subgrantee’s CIG Application, this Award Agreement controls.
- (4) DNR and Subgrantee fully negotiated this Award Agreement and, consequently, the Award Agreement will be interpreted fairly and consistently in accordance with its terms.
- (5) Any covenant, representation, or provision of this Award Agreement that by its nature survives the expiration or termination of this Award Agreement continues in full force and effect.
- (6) No amendment to this Award Agreement is effective unless it is in writing and signed by duly authorized representatives of DNR and Subgrantee.
- (7) No waiver of any of the provisions of this Award Agreement is binding unless executed in writing by the party making the waiver. No waiver of one provision constitutes a waiver of any other provision nor does it constitute a continuing waiver.
- (8) The section headings are for reference purposes only and are not a part of this Award Agreement.
- (9) All exhibits referenced in this Award Agreement are incorporated by reference and form an integral part of this Award Agreement.
- (10) This Award Agreement constitutes the entire understanding between DNR and Subgrantee with respect to the subject matter and all prior agreements, representations, statements, negotiations and undertakings are superseded by this Award Agreement.

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In witness whereof, the parties have executed this Award Agreement effective the date first written above. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

GEORGIA DEPARTMENT OF NATURAL
RESOURCES, COASTAL RESOURCES
DIVISION ("DNR")

Effingham County Board of Commissioners

("Subgrantee")

Name & Title: Doug Haymans, Director



Name: Roger Burdette
Title: Vice Chairman

Sharon Simmons

From: Angela Wilkes
Sent: Friday, August 20, 2021 12:31 PM
To: Sharon Simmons
Subject: FW: EXTERNAL:CIG Award Agreement Ready

From: Beth Tasciotti <no-reply@email.zenginehq.com>
Sent: Friday, August 20, 2021 12:27 PM
To: Revenuedesk <Revenuedesk@EffinghamCounty.org>
Subject: EXTERNAL:CIG Award Agreement Ready

Dear Liberto Chacon,

I am pleased to announce that your Coastal Incentive Grant (CIG) application, titled "Stormwater Master Plan" was approved by NOAA. Your Award Agreement is now available on the Submission Portal. Please review the Award Agreement and the Summary of Terms. The contract may be signed electronically and uploaded into the CIG Award Acceptance form.

If you would like to access the portal now, you may click [here](#).

Do not hesitate to contact me if you have any questions.

Thank you,
Beth Tasciotti
Grants Coordinator- Coastal Resources Division

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. ****

NATHAN DEAL
GOVERNOR

MARK WILLIAMS
COMMISSIONER

Dear Sub-Awardee,

In 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed into law. This legislation requires information disclosure concerning entities receiving Federal financial assistance through Federal grants. As a result, our organization is required to report on each of the grants that we award (i.e., subawards, subcontracts). By answering the questions below, your organization will provide us the data needed to meet FFATA reporting requirements. **This form is to be returned within 15 days of the contract signature date.** Please don't hesitate to contact us if your organization has difficulty completing the questionnaire. Please contact:

Name: Denise Bowen Telephone Number: 404-463-2881

To be completed by Organization Receiving the Award

Subawardee Doing Business as Name: Effingham County Board of Commissioners DUNS #: 078116852
Address: City: 601 N. Laurel St. State GA Zip code 31329 + 46816
Primary Place of Grant Performance: City: Springfield State GA Zip code 31329 + 46816

Highly Compensated Officers: Please list below your top 5 compensated officers if **all three** of the following conditions apply:

Yes No

- ☐ ☒ Your organization received 80% or more of its annual gross revenues from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- ☐ ☒ Your organization received \$25,000,000 or more in annual gross revenue from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- ☐ ☒ The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Officer 1 Name:	Compensation: \$
Officer 2 Name:	Compensation: \$
Officer 3 Name:	Compensation: \$
Officer 4 Name:	Compensation: \$
Officer 5 Name:	Compensation: \$

To be completed by Awarding Agency: Georgia Department of Natural Resources Division: Coastal Resources

Federal Funding Agency Name: Department of Commerce
Federal Award Number (case, space and character sensitive): NA21NOS4190132
Prime Recipient DUNS number (9 digits): 146985544
Subaward Amount: \$ 80,000.00
Subaward Date: October 1, 2021
Subaward Number: 306-8.14
Subaward Project Title (Description): Stormwater Master Plan Y1

Staff Report

Subject: Approval of Quote #10424919 from Stryker for the purchase of two stretchers for new ambulances for EMS

Author: Alison Bruton, Purchasing Agent

Department: EMS

Meeting Date: October 5, 2021

Item Description: Purchase of stretchers for new ambulances for EMS

Summary Recommendation: Staff recommends approval of the purchase of two new stretchers for new ambulances for EMS from Stryker for \$37,090.50

Executive Summary/Background:

- Orders for two new ambulances have been placed, one in November 2020 and one in February 2021. These stretchers will be for those ambulances.

Alternatives for Commission to Consider

1. Approval of Quote #10424919 for the purchase of two stretchers for new ambulances for EMS for \$37,090.50
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EMS, Finance

Funding Source: EMS SPLOST

Attachments:

1. Quote #10424919

Cots for New Trucks (2) 9-3-2021

Quote Number: 10424919

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: EFFINGHAM COUNTY EMS

Rep: Ryan Jacobsma

Attn:

Email: ryan.jacobsma@stryker.com

Phone Number: (912) 414-3571

Mobile: (912) 414-3571

Quote Date: 09/03/2021

Expiration Date: 12/02/2021

Delivery Address

Name: EFFINGHAM COUNTY EMS

Account #: 1295906

Address: 285 FIRST STREET EXT UNIT
B

SPRINGFIELD

Georgia 31329-3557

End User - Shipping - Billing

Name: EFFINGHAM COUNTY EMS

Account #: 1295906

Address: 285 FIRST STREET EXT UNIT
B

SPRINGFIELD

Georgia 31329-3557

Bill To Account

Name: EFFINGHAM COUNTY

Account #: 1295905

Address: 601 N LAUREL ST

SPRINGFIELD

Georgia 31329-6816

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	2	\$24,727.00	\$18,545.25	\$37,090.50

Equipment List Price: \$49,454.00

Equipment Total: \$37,090.50

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$0.00

Grand Total: \$37,090.50

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



Cots for New Trucks (2) 9-3-2021

Quote Number: 10424919

Version: 1

Prepared For: EFFINGHAM COUNTY EMS
Attn:

Quote Date: 09/03/2021

Expiration Date: 12/02/2021

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Ryan Jacobsma
Email: ryan.jacobsma@stryker.com
Phone Number: (912) 414-3571
Mobile: (912) 414-3571

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

Staff Report

Subject: Ratification of approval of Policy for Catastrophic Inmate Medical Insurance for the Effingham County Jail

Author: Alison Bruton, Purchasing Agent

Department: Effingham County Jail

Meeting Date: September 21, 2021

Item Description: Catastrophic Inmate Medical Insurance for the Effingham County Jail

Summary Recommendation: Staff recommends Ratification of Approval of Apex Insurance Company's recommendation to accept the proposal for Catastrophic Inmate Medical Insurance for a premium of \$25,804.80.

Executive Summary/Background:

- Effingham County Board of Commissioners carries catastrophic inmate medical insurance through Apex Insurance Company (broker). This type of insurance covers major medical expenses on jail inmates who are not under state custody.
- The quote as provided by Sirius American Insurance Company is as follows:
 - Deductible - \$30,000, Per Inmate Limit - \$250,000, Per Inmate Per Month - \$10.24, Total Premium - \$25,804.80
- The price per inmate has remained the same. The increase is driven by the increase in inmates from last year.

Alternatives for Commission to Consider

1. Ratification of approval of quote submitted by Sirius American Insurance Company with a \$25,804.80 premium and \$30,000.00 deductible.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Jail, Purchasing, Finance

Funding Source: Dept. 18 Operating Budget

Attachments:

1. Email from Apex
2. Quote from Sirius American Insurance Company
3. Renewal Application
4. O.C.G.A § 42-4-15



Date of Proposal: September 16, 2021
 Proposed Insured: Effingham Board of County Commissioners
 City, State: Springfield, GA
 Facilities Include: Effingham County Jail
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Blanket Accident Medical
 Effective Date: October 1, 2021
 Number of Inmates: 210

Specific Coverage:	Option 1
Per Inmate Deductible:	\$30,000
Per Inmate Coverage Limit:	\$250,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	\$10.24
Prior to Booking / During Pursuit Coverage:	Included
Claim Accumulation Basis:	Limited Medical Services shall be provided to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
Covered Expenses:	
In-Patient Hospital Services:	Charges considered "Emergency Health Care" or "Follow-up Health Care" will be based on the Lesser of the Amount Paid or the Amount Allowed Under O.C.G.A. 42-4-15.
Outpatient Hospital Services:	
Physician Services:	Charges considered "Routine Health Care" will be based on the Lesser of the Amount Paid or BC/BS GA Schedules.
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay. Specialty Drugs are not covered.
TOTAL ANNUAL PREMIUM:	\$25,804.80

Conditions and Assumptions

- Includes coverage for AIDS/HIV & Pregnancy; Specialty Drugs are excluded.
- Mental and Nervous or Substance Abuse benefits are excluded from coverage.
- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:

	From:	To:
Claims Incurred:	October 1, 2021	September 30, 2022
Claims Reported:	October 1, 2021	March 31, 2023
Claims Submitted:	October 1, 2021	March 31, 2023
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by September 30, 2021, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Printed Name: Roger Burdette Title: Vice Chair Date: 09/23/2021

Signature of Prospective Insured: _____

R. Burdette



Catastrophic Inmate Medical Insurance Administered by Hunt Insurance Group, LLC

2075 Center Pointe Blvd., Ste. 101, Tallahassee, FL 32308 • Toll Free (800) 763-4868 • huntbenefits@huntins.com • www.inmatemedicalinsurance.com

© 2021 Hunt Insurance Group, LLC. The precise coverage afforded is subject to the terms, conditions and exclusions of the actual policies as issued by the insurance company. This document and all its contents are CONFIDENTIAL and PROPRIETARY and cannot be replaced, disclosed or duplicated to any third party without the prior, written consent of Hunt Insurance Group, LLC.

**Sirius America Insurance
Company**
140 Broadway
New York, NY 10005

APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE

Part I Proposed Policyholder

a. **Full Legal Name of Proposed Policyholder**

Effingham County Board of Commissioners

b. **Address**

601 North Laurel Street, Springfield, Georgia 31329

c. **Proposed Policyholder is** ☒ **A correctional facility or authority of a state, county or municipality, or** ☐ **a management company providing health services to inmates**

d. **Requested Effective Date** October 1, 2021

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.

e. **Who will be insured?** *Please check each category that applies*

☒ 1. **Eligible Persons during Pursuit**

☒ 2. **Eligible Persons in Custody of a correctional facility of a state, county or municipality**

☒ 3. **Eligible Persons incarcerated in a correctional facility of a state, county or municipality**

Part II Plan of Insurance and Premium Calculation

a. **Plan of Benefits**

1. **Maximum Benefit per Covered Inmate Per Policy Year** \$ 250,000

2. **Maximum Benefit for Injuries sustained during Pursuit** \$ Included Above

3. **Policy Aggregate Maximum per Policy Year** \$ 1,000,000

4. **Deductible Per Covered Inmate Per Policy Year** \$ 30,000

b. **Premium Calculation**

1. **Rate Per Covered Inmate per month** \$ 10.24

2. **Number of Covered Inmates on the Policy Effective Date** 210

3. **Initial Premium** \$ 25,804.80

SEM-16-5000

Part III Acknowledgements and Signatures

- a. **Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at 4:40 pm on the 23rd day of September, 2021


Signed for the Proposed Policyholder


Signed by Licensed Agent

Title Vice Chair, Effingham County Board of Commissioners

Agent License Number 2953125

SEM-16-5000

**Sirius America Insurance
Company**
140 Broadway
New York, NY 10005

APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

Effingham County Board of Commissioners

b. Address

601 North Laurel Street, Springfield, Georgia 31329

c. Proposed Policyholder is ☒ **A correctional facility or authority of a state, county or municipality, or** ☐ **a management company providing health services to inmates**

d. Requested Effective Date October 1, 2021

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.

e. Who will be insured? *Please check each category that applies*

- ☒ 1. Eligible Persons during Pursuit
- ☒ 2. Eligible Persons in Custody of a correctional facility of a state, county or municipality
- ☒ 3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality

Part II Plan of Insurance and Premium Calculation

a. Plan of Benefits

1. Maximum Benefit per Covered Inmate Per Policy Year \$ 250,000
2. Maximum Benefit for injuries sustained during Pursuit \$ Included Above
3. Policy Aggregate Maximum per Policy Year \$ 1,000,000
4. Deductible Per Covered Inmate Per Policy Year \$ 30,000

b. Premium Calculation


1. Rate Per Covered Inmate per month \$ 10.24
2. Number of Covered Inmates on the Policy Effective Date 210
3. Initial Premium \$ 25,804.80

Part III Acknowledgements and Signatures

- a. **Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ on the _____ day of _____, 2021

Signed for the **Proposed Policyholder**



Signed by Licensed **Agent**

Title _____ **Agent License Number** 2953125

PRINT

From: [Erin McVein](#)
To: [Alison M. Bruton](#)
Cc: [Michelle Hill](#)
Subject: EXTERNAL:Effingham County BOCC - Inmate Medical Quote
Date: Monday, September 20, 2021 11:38:57 AM
Attachments: [Effingham BOCC Renewal Quote.pdf](#)
[Effingham CIMI Renewal Application.pdf](#)
[O.C.G.A. § 42-4-15.pdf](#)
Importance: High

Good morning Alison,

Enclosed is the renewal quote for the jails inmate medical coverage. The per inmate per month rate of \$10.24 has remained the same, the increase is driven by the increase in inmates 210 this year vs 174 last year. Please review the notes from the company for further details and policy changes. In order to bind I'll need the quote and application signed and returned. Please let me know if you have any questions.

Notes from the company:

Effingham BOCC's fluctuations in the inmate count are consistent with the trends that we have observed in other jails. According to the responses from the insured, the population has grown since opening intakes on 7/1/21, and it appears to be hovering between 198 and 208 (excluding temporary inmates). It is our understanding that temporary inmates (approximately 25-30 at any given time) are in and out of custody for various reasons and are not the County's responsibility while not in custody. We must be cautious not to discount temporary inmates who are sentenced to weekend time because the County is financially responsible for them several days a week.

Based on the current population trend, risk associated with temporary inmates sentenced to weekend time, and the quoted coverage the underwriter used an inmate count of 210. We believe this is both fair and reasonable given the totality of circumstances.

There is one change to the expiring policy that we would like to bring to your attention.
We have revised the method of reimbursement to ensure that coverage remains tailored to our client's needs and paid according to state law:

- *Charges considered "Emergency Health Care" or "Follow-up Health Care" will be based on the Lesser of the Amount Paid or the Amount Allowed Under O.C.G.A. 42-4-15 (see attached legislation).*
- *Charges considered "Routine Health Care" will be based on the Lesser of the Amount Paid or BC/BS GA Schedules.*

Enclosed please find the Quotation for insurance coverage for **Effingham County BOCC**. This Quotation is provided by **Sirius Insurance Company, an Admitted Company**. Please refer to www.ambest.com for the current A.M. Best rating. Please review the attached Quotation as coverage, terms, or conditions may be different from those requested. This Quotation represents the carrier's willingness to provide coverage based on your submission and may not necessarily match the coverage requested. The information provided in the Quotation is strictly a summary, and is not intended to fully convey the coverage provided. TERMS, CONDITIONS AND SUBJECTIVITIES include but are not limited to:

TERMS, CONDITIONS AND SUBJECTIVITIES include but are not limited to:

- **Refer to details of how the deductible applies. (Per Inmate, per policy year).**
 - **Per Inmate deductible: \$30,000**
 - **Per Inmate Limit: \$250,000**
 - **Policy Limit: \$1,000,000**
 - **Rate per Inmate per month: \$10.24**
 - **Total Annual Premium: \$25,804.80**
- **25% Minimum Earned Premium.**
- **This is an Admitted Company.**
- **Original Insurance Application must be signed by the Insured and returned to invoice and issue the policy.**
- **In the event of a difference between the proposal and the policy, the policy will prevail.**

-
If the retail agent issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Apex Insurance Agency, Inc. ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company(s) may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence. This Quotation expires on **10/1/21**, at 12:01 A.M. A written request to bind must be received in our office by that date or our file will be closed. Coverage cannot be backdated or assumed bound without confirmation from an authorized representative of Apex.

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services
C(541) 556-0407

"Innovative Wholesale P&C Solutions for Public Entities, Schools and Non-Profits."

Please remember that insurance coverage cannot be bound, amended or canceled by leaving an electronic or voice mail message. Thank you.

From: Brian Barrs <BBarrs@EffinghamCounty.org>

Sent: Wednesday, September 15, 2021 8:53 AM

To: Erin McVein <emcvein@apexinsurance.com>; Alison M. Bruton <ABruton@EffinghamCounty.org>

Subject: RE: EXTERNAL:Effingham Jail - Inmate count? follow up

[External]

Effingham County is responsible for inmates in our custody that are not convicted (Pre-Trial) or convicted and Sentenced to serve County time.

We are also responsible for inmates sentenced to State Prison (State Awaiting Pickup) pending acceptance by the Georgia Dept. of Corrections.

We are not responsible for temporarily released inmates that are not physically in our custody.

Captain Brian E. Barrs
Jail Administrator
Effingham County Jail
www.effinghamsheriff.org

From: Erin McVein [<mailto:emcvein@apexinsurance.com>]
Sent: Wednesday, September 15, 2021 11:36 AM
To: Brian Barrs; Alison M. Bruton
Subject: EXTERNAL:Effingham Jail - Inmate count? follow up
Importance: High

Good morning Brian and Alison,

I hope you've been well. I'm just following up on the below as we are fast approaching the 10/1 expiration date:

Sorry I thought the underwriter had all the info they needed with the below; but he needs a little more:

Is Effingham is financially responsible for the cost of off-site medical care for regular inmates, temporary released inmates, and state inmates? If so, then those inmates would need to be included in the count on the questionnaire.

We need clarification on which inmates should be covered under the policy to ensure there is no exposure for Effingham. Thank you for help.

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services
C(541) 556-0407

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From: Erin McVein
Sent: Friday, August 20, 2021 10:15 AM
To: Brian Barrs <BBarrs@EffinghamCounty.org>; Alison M. Bruton <ABruton@EffinghamCounty.org>
Subject: RE: EXTERNAL:Effingham Jail - Inmate count?

Brian and Alison,

Sorry I thought the underwriter had all the info they needed with the below; but he needs a little more.

Is Effingham is financially responsible for the cost of off-site medical care for regular inmates, temporary released inmates, and state inmates? If so, then those inmates would need to be included in the count on the questionnaire.

We need clarification on which inmates should be covered under the policy to ensure there is no exposure for Effingham. Thank you for help.

Respectfully,



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From: Brian Barrs <BBarrs@EffinghamCounty.org>

Sent: Tuesday, August 10, 2021 11:49 AM

To: Erin McVein <emcvein@apexinsurance.com>; Alison M. Bruton <ABruton@EffinghamCounty.org>

Cc: Michelle Hill <hill@apexinsurance.com>

Subject: RE: EXTERNAL:Effingham Jail - Inmate count?

[External]

They are included. Most of the time, once sentenced the state will have them in their custody within 30 days. If they are here any longer than that, the state has to pay the facility a daily fee. I can't remember how much per day, but its around 25.00 per day per inmate, so they don't stay here long once they are sentenced.

Captain Brian E. Barrs

Jail Administrator

Effingham County Jail

www.effinghamsheriff.org

From: Erin McVein [<mailto:emcvein@apexinsurance.com>]

Sent: Tuesday, August 10, 2021 2:44 PM

To: Brian Barrs; Alison M. Bruton

Cc: Michelle Hill

Subject: RE: EXTERNAL:Effingham Jail - Inmate count?

Thank you Brian.

The pod count and other info is helpful. How long would a state inmate stay in the jail?
Are they included in the pod count?

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services
C(541) 556-0407

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Please remember that insurance coverage cannot be bound, amended or canceled by leaving an electronic or voice mail message. Thank you.

From: Brian Barrs <BBarrs@EffinghamCounty.org>
Sent: Tuesday, August 10, 2021 11:37 AM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>; Erin McVein <emcvein@apexinsurance.com>
Cc: Michelle Hill <hill@apexinsurance.com>
Subject: RE: EXTERNAL:Effingham Jail - Inmate count?

[External]

I have attached today's pod count. I am told those that are "temporarily released" still show up on the web page. Temporary released inmates are inmates that are sentenced to do weekend time, sent to rehab and have to come back to the facility when they are completed with the program and things like that.

We house pre-trial and inmates sentenced to county time. The only state inmates we house are those that are sentenced and waiting on the state to accept them.

Captain Brian E. Barrs
 Jail Administrator
 Effingham County Jail
www.effinghamsheriff.org

From: Alison M. Bruton
Sent: Tuesday, August 10, 2021 2:15 PM
To: Brian Barrs; Erin McVein
Cc: Michelle Hill
Subject: FW: EXTERNAL:Effingham Jail - Inmate count?

Hey Capt. Barrs- I have included Eric and Michelle from Apex on this email so we can all try and get on the same page. Do you have just County inmates or County and State? Also, there is still confusion on the number based on what is shown on the website.

Alison M. Bruton

Purchasing Agent

Effingham County Board of Commissioners

From: Erin McVein [<mailto:emcvein@apexinsurance.com>]
Sent: Wednesday, August 4, 2021 6:08 PM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>; Michelle Hill <hill@apexinsurance.com>
Subject: RE: EXTERNAL:Effingham Jail - Inmate count?

Alison,

Thank you for the info.

The 232 number came from this website, I copied the names into the attached excel sheet and added them up. Looks like now there are 231. When the underwriter checked yesterday there were 232. Could there be something wrong with the booking list shown on the jails website?

<http://inmates.bluhorse.com/Default.aspx?ID=ECJ>

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services
 C(541) 556-0407

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From: Alison M. Bruton <ABruton@EffinghamCounty.org>
Sent: Wednesday, August 4, 2021 2:09 PM
To: Erin McVein <emcvein@apexinsurance.com>; Michelle Hill <hill@apexinsurance.com>
Subject: FW: EXTERNAL:Effingham Jail - Inmate count?

[External]

Please see the response below-

Alison M. Bruton

Purchasing Agent

Effingham County Board of Commissioners

From: Brian Barrs
Sent: Wednesday, August 4, 2021 4:55 PM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>
Subject: RE: EXTERNAL:Effingham Jail - Inmate count?

The average daily count was 131 because of COVID restrictions and limited intake of offenders during the pandemic. The courts released all by the ones they could not release during that time. Since we

opened up to intakes again on 07/01/2021 the population has grown. I am not sure where the 232 number is coming from as the population is hovering between 198 and 208 for the last couple of weeks. It is 204 today.

Captain Brian E. Barrs
Jail Administrator
Effingham County Jail
www.effinghamsheriff.org

From: Alison M. Bruton
Sent: Wednesday, August 4, 2021 4:43 PM
To: Brian Barrs
Subject: FW: EXTERNAL:Effingham Jail - Inmate count?

Good Afternoon, Please review the information below and advise. Thank you,

Alison M. Bruton
Purchasing Agent
Effingham County Board of Commissioners

From: Erin McVein [<mailto:emcvein@apexinsurance.com>]
Sent: Wednesday, August 4, 2021 3:30 PM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>
Cc: Michelle Hill <hill@apexinsurance.com>
Subject: EXTERNAL:Effingham Jail - Inmate count?

Good afternoon Alison,

I hope you're having a good week. The underwriter is looking over the account and had an inquiry on the inmate count. The app states the average daily count is 131; but [here](#) on the website is showing 232. I understand a slight difference but this is large enough the underwriter would like an explanation for the difference. Could you please find out why the large variance.

Thank you for your help.

Respectfully,



Erin McVein
Associate Broker – Apex Insurance Services
C(541) 556-0407

"Innovative Wholesale P&C Solutions for Public Entities, Schools and Non-Profits."

Please remember that insurance coverage cannot be bound, amended or canceled by leaving an electronic or voice mail message. Thank you.

From: Alison M. Bruton <ABruton@EffinghamCounty.org>
Sent: Friday, July 23, 2021 1:24 PM

To: Erin McVein <emcvein@apexinsurance.com>

Cc: Michelle Hill <hill@apexinsurance.com>

Subject: RE: EXTERNAL:Effingham Jail - Inmate Medical Renewal efft 10/1/21

[External]

Please see the attached. I apologize for the delay.

Alison M. Bruton

Purchasing Agent

Effingham County Board of Commissioners

From: Erin McVein [<mailto:emcvein@apexinsurance.com>]

Sent: Tuesday, July 6, 2021 11:32 AM

To: Alison M. Bruton <ABruton@EffinghamCounty.org>

Cc: Michelle Hill <hill@apexinsurance.com>

Subject: EXTERNAL:Effingham Jail - Inmate Medical Renewal efft 10/1/21

Importance: High

Good morning Alison,

I hope this finds you well. It is time to begin the renewal process for the Effingham County Board of Commissioners' inmate medical coverage, which is set to expire on 10/1/2021.

I've attached the questionnaire we will need to provide a renewal quote; and I've also attached the completed questionnaire from last year for reference. If the facility has an agreement with an off-site medical provider for discounted rates, please provide us a copy of the contract, if available.

We ask that you return the completed renewal questionnaire and any additional documentation by 8/05/2021.

If you have any questions, please let us know. Thank You,

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services

C(541) 556-0407

"Innovative Wholesale P&C Solutions for Public Entities, Schools and Non-Profits."

Please remember that insurance coverage cannot be bound, amended or canceled by leaving an electronic or voice mail message. Thank you.

From: Erin McVein

Sent: Friday, January 29, 2021 11:20 AM

To: 'Alison M. Bruton' <ABruton@EffinghamCounty.org>

Cc: Michelle Hill <hill@apexinsurance.com>

Subject: Effingham Jail - Inmate Medical Policy

Importance: High

Good afternoon Alison,

Thank you for placing this coverage with Apex Insurance Services. I am pleased to enclose the Sirius American Insurance Company policy, which replaces the binder previously forwarded to you. Please let us know if you have any questions, or if we can be of any assistance.

If the retail agent issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Apex Insurance Services ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company(s) may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.

Please take this time to review the policy carefully, and advise us should you have any questions, or wish to make changes.

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services

411 East 3rd, Ste 200 Eugene, OR 97401

(541) 393-2199 www.apexinsurance.com

"Innovative Wholesale P&C Solutions for Public Entities, Schools and Non-Profits."

Please remember that insurance coverage cannot be bound, amended or canceled by leaving an electronic or voice mail message. Thank you.

From: Erin McVein

Sent: Wednesday, October 28, 2020 1:39 PM

To: Alison M. Bruton <ABruton@EffinghamCounty.org>

Cc: Michelle Hill (hill@apexinsurance.com) <hill@apexinsurance.com>

Subject: EFFINGHAM JAIL - INMATE MEDICAL BINDER AND INVOICE

Hi Alison,

I hope you are feeling better. Enclosed is the binder, invoice, and the application the carrier needs signed and returned. Please let me know if you have any questions. Thank you.

Please find the enclosed binder for insurance coverage for **the Effingham County Board of Commissioners**. This binder is provided by **Sirius American Insurance Company, an Admitted Company**. Please refer to www.ambest.com for the current A.M. Best rating. Enclosed please find the Binder as evidence of insurance coverage for the policy you have requested. As soon as the insurance policy has been processed, I will forward it to you promptly. Binder is being offered on the basis indicated. Please review the attached binder as coverage, terms, or conditions may be different from those requested. Any changes are subject to carrier approval by endorsement as your office holds no binding authority. The information provided in the binder is strictly a summary and is not intended to fully convey the coverage provided.

TERMS, CONDITIONS AND SUBJECTIVITIES include but are not limited to:

- **Please refer to the attached Binder for coverage details.**
- **This is an Admitted Company.**
- **No flat cancellation.**
- **25% minimum earned premium.**
- **Confirmation of Binding Coverage must be signed at Binding.**
- **In the event of a difference between the binder and the policy, the policy will prevail.**
- **Please be sure that the premium due is paid within 30 days of inception to avoid any notice of non-payment from being sent.**

If the retail agent issues a certificate of insurance or evidence of insurance, it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Apex Insurance Services ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company(s) may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence. This binder expires on // at 12:01 A.M. Delivery of an executed policy replaces this binder in all matters. Please note that you do not have the authority to change/alter the binder. If a policy is not issued to you within 60 days, a new binder will need to be obtained. Please note that you have no binding authority.

Please take the time to review your binder and please advise us of any changes and/or corrections.

Respectfully,



Erin McVein

Associate Broker – Apex Insurance Services

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(541) 393-2199 www.apexinsurance.com

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From: Alison M. Bruton <ABruton@EffinghamCounty.org>

Sent: Monday, October 26, 2020 8:10 AM

To: Erin McVein <emcvein@apexinsurance.com>

Subject: FW: BOC meeting

[External]

Erin- please see attached. Do you need anything else from me?

Alison M. Bruton

Purchasing Tech

Effingham County Board of Commissioners

From: Lara Hoffman

Sent: Monday, October 26, 2020 11:07 AM

To: Alison M. Bruton

Subject: RE: BOC meeting

Yes, Jamie signed them and I'm just finishing up the scanning now. I can send you any that you need. Was going to hold off because I didn't know if you wanted me to send them or wait. Here's the catastrophic one, attached.

From: Alison M. Bruton <ABruton@EffinghamCounty.org>

Sent: Monday, October 26, 2020 11:06 AM

To: Lara Hoffman <LHoffman@EffinghamCounty.org>

Subject: RE: BOC meeting

Thank you! Did they sign anything yet? I need to email the woman about the catastrophic inmate medical services.

Alison M. Bruton

Purchasing Tech

Effingham County Board of Commissioners

From: Lara Hoffman

Sent: Monday, October 26, 2020 11:04 AM

To: Alison M. Bruton

Subject: RE: BOC meeting

Tim presented your items. I just sent you the final with what actions were taken.

From: Alison M. Bruton <ABruton@EffinghamCounty.org>

Sent: Monday, October 26, 2020 11:02 AM

To: Lara Hoffman <LHoffman@EffinghamCounty.org>

Subject: BOC meeting

Hey- could you tell me what happened to my stuff that was on the last agenda? Did they just table everything?

Alison M. Bruton

Purchasing Tech

Effingham County Board of Commissioners

601 N. Laurel Street

Springfield, GA. 31329

[912.754.2159.office](tel:912.754.2159)

912.754.8413.fax

www.effinghamcounty.org

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Date of Proposal: September 16, 2021
 Proposed Insured: Effingham Board of County Commissioners
 City, State: Springfield, GA
 Facilities Include: Effingham County Jail
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Blanket Accident Medical
 Effective Date: October 1, 2021
 Number of Inmates: 210

Specific Coverage:	Option 1
Per Inmate Deductible:	\$30,000
Per Inmate Coverage Limit:	\$250,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	\$10.24
Prior to Booking / During Pursuit Coverage:	Included
Claim Accumulation Basis:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
Covered Expenses:	
In-Patient Hospital Services:	Charges considered "Emergency Health Care" or "Follow-up Health Care" will be based on the Lesser of the Amount Paid or the Amount Allowed Under O.C.G.A. 42-4-15.
Outpatient Hospital Services:	
Physician Services:	Charges considered "Routine Health Care" will be based on the Lesser of the Amount Paid or BC/BS GA Schedules.
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	Limited to those provided and administered during a Hospital Stay. Specialty Drugs are not covered.
Medical Services and Supplies:	
Dialysis:	
Prescription Drugs:	
TOTAL ANNUAL PREMIUM:	\$25,804.80

Conditions and Assumptions

- Includes coverage for AIDS/HIV & Pregnancy; Specialty Drugs are excluded.
- Mental and Nervous or Substance Abuse benefits are excluded from coverage.
- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:

	From:	To:
Claims Incurred:	October 1, 2021	September 30, 2022
Claims Reported:	October 1, 2021	March 31, 2023
Claims Submitted:	October 1, 2021	March 31, 2023
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by September 30, 2021, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Printed Name: _____ Title: _____ Date: _____

Signature of Prospective Insured: _____



Catastrophic Inmate Medical Insurance Administered by Hunt Insurance Group, LLC

2075 Center Pointe Blvd, Ste. 101, Tallahassee, FL 32308 ☎ Toll Free: (800) 763-4868 ☎ huntbenefits@huntins.com ☎ www.inmatemedicalinsurance.com

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Staff Report

Subject: Reuse Water agreement – Bluejay Commons Subdivision
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: Approve a cost share agreement to extend and upsize reuse water lines to the Bluejay Commons Subdivision on Blue Jay Road.

Summary Recommendation:

The Developer of Bluejay Commons is required to construct a six (6) -inch reuse line to extend service from the existing termini along Blue Jay Road to the project site. The County desires to upsize the line to twelve (12) –inch to allow for the continued extension of the line to additional areas of the County. Both parties have agreed to cost share. The County will pay for the increased cost of construction for the 12” line compared to the 6” line.

Executive Summary/Background:

- The developer’s engineer has estimated the cost of construction for a 6” line to be \$36,137.50 and a 12” line to be \$85, 849.48, a difference of \$49,711.98.
- Reuse water service recovery fees for a single family lot are \$1,300.
- The development will have 124 lots.
- A discount on service recovery fee of \$400.90 from the \$1,300 will be given on each building permit, effectively reimbursing the developer for the \$49,711.98 additional cost.
- Upon 100% build out of the development, the full reimbursement will have been paid to the developer.

Alternatives for Commission to Consider

- 1 - Approve the reuse agreement for cost share in the upsizing of the reuse line extension along Blue Jay Road from 6” to 12”.
- 2 – Deny. The developer will construct a 6” line along Blue Jay Road, limiting the County’s ability to extend and loop the reuse system in the future.
- 3 – Table / Postpone

Recommended Alternative: Alternative 1

Other Alternatives: 2

Department Review: Development Services; County Attorney

Funding Source: No new funding requested.

Attachments: 1. Reuse Agreement
 2. Developer’s agreement proposal (EMC letter 7/15/21)

State of Georgia
Effingham County

**BLUEJAY COMMONS REUSE WATER SERVICE AGREEMENT
(Service Recovery Fees)**

This Agreement is made and entered into this 6th day of October, 2021, by and between Simcoe Investment Group, LLC, a Georgia Limited Liability Company, hereinafter referred to as the “Developer”, and the Effingham County Board of Commissioners, hereinafter referred to as the “County”, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia.

RECITALS:

Whereas, Simcoe Investment Group, LLC is the developer of Bluejay Commons Subdivision, hereinafter referred to as the “Project”, a proposed subdivision consisting of 124 equivalent residential units as shown on the attached drawing entitled Bluejay Commons (dated September 20, 2021), attached hereto as Exhibit A; and

Whereas, the Developer desires certain commitments from the County, with regard to the supply of reuse water service for the Project; and

Whereas, the Developer requests that the County provide reuse water supply to the Project; and

Whereas the County finds that the provision of reuse water service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Reuse Water Distribution Master Plan and is in the public interest, it is hereby agreed as follows:

WITNESSETH:**Section 1. Definitions.**

Equivalent Residential Unit or ERU shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family detached residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County.

Section 2. Off-Site Improvements

- A. Developer has retained, subject to approval by the County, one or more competent professional engineers registered in the State of Georgia to design and observe the construction of such improvements as are necessary to extend the County reuse water distribution system from the current terminus of reuse water distribution along Bluejay Road to the Project on-site connection point to distribute reuse water within said Subdivision, as shown on the Preliminary Engineering Plan titled Bluejay Commons (9/20/21) and attached hereto as Exhibit A, and hereinafter referred to as the Off-Site Improvements.
- B. The Developer has constructed or will construct a reuse water system having sufficient capacity to provide reuse water to the Project, as shown on the Preliminary Engineering Plan titled Bluejay Commons (9/20/21) and attached hereto as Exhibit A. The County shall ensure the availability of reuse water service at the connection point. The off-site

improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

- C. The County has constructed or will construct a reuse water system having sufficient capacity to provide reuse water to the Project.
- D. The Developer's Engineer(s) have determined the reuse water line size needed to serve the Project is six (6) inch. The County desires to "upsized" the reuse water line to the existing twelve (12) inch line size to allow for extension east, beyond the Project site. The Developer and County agree that the Engineer(s) will design the reuse water line to the desired size and the Developer will construct said line, with Engineer(s) oversight during construction, at the Developer's sole expense.
- E. Reimbursement for the additional construction costs associated with the desired line size by the County to the Developer shall be in the form of reuse service recovery fees credits defined herewithin.

Section 3. On-Site Improvements.

Developer has retained, subject to approval by the County, one or more competent professional engineers registered in the State of Georgia to design and observe the construction of such improvements as are necessary to extend the County reuse water distribution system from the connection points to the Project and to distribute reuse water within said Subdivision, as shown on the Preliminary Engineering Plan titled Bluejay Commons (9/20/21) and attached hereto as Exhibit A, and hereinafter referred to as the On-Site Improvements. The On-Site Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the On-Site Improvements are of sufficient capacity to serve the Project.

Section 4. Inspection, Construction and Dedication of On-Site Improvements.

- A. Developer shall provide for inspection of the On-Site Improvements by the design engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to pipes, bedding, thrust blocks, valves, pumps, and other related material and work meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the On-Site Improvements signed by the design engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests required by the County. All design, construction, inspection, and other costs incurred to construct the On-Site Improvements and connect to the County reuse water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the On-Site Improvements.
- B. Upon completion of the construction of the On-Site Improvements, certification by the design engineer, provision of the "record" drawings, and compliance with any other requirements imposed by the County pursuant to Section three (3) of this agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the On-Site

Improvements located within public easements or right-of-ways, up to but not including individual reuse water metering points. This dedication shall include all rights, title, and interest that the Developer has in the On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

- C. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain utilities that, are to be owned and maintained by the County. If the Developer fails to provide the recordable plat, the County shall not accept the On-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.

Section 5. Service Recovery Fees & Credits.

- A. The Developer shall pay to the County service recovery fees as established by ordinance of the County, currently \$1,300.00 per ERU for reuse water supply and distribution (the “reuse water service recovery fees”). The reuse water service recovery fees shall apply to all connections made within the Project and shall be due and payable in accordance with the ordinances of the County, except as otherwise provided by this Agreement. The reuse water service recovery fees are subject to amendment by ordinance of the County.
- B. In lieu of providing a letter of credit to secure the County’s construction obligations hereunder, Developer agrees to construct certain off-site reuse water system improvements to be dedicated to the County as public facilities. The County agrees to grant service recovery fee credits for the construction of the off-site improvements provided Developer complies with the terms of this Agreement. Reuse water service recovery fee credits shall be granted pursuant to the following terms and conditions:

1. Credits shall only be granted for the value of the construction of the off-site improvements;
2. The parties agree that the estimated value of the credits will be \$49,711.98, but that the credits shall be based on the actual construction cost of the off-site improvements;
3. Credits shall be applied against the total reuse water service recovery fees as adopted by the County at the time paid to the County;
4. Currently credits shall be applied at a rate of \$400.90 per ERU against the reuse water service recovery fees otherwise due in connection with the project, to be applied to the County reuse water service recovery fees on a lot-by-lot basis, beginning with the first to be subject to fee payment, and continuing until either a) all credits have been expended or b) all lots in Developer's project(s) that benefit from the off-site reuse water improvements have been approved for service.
5. Credits may not be applied against any service recovery fees other than reuse water service recovery fees. Credits due to Developer in excess of reuse water service recovery fees assessed under this project may be applied to reuse water service recovery fees assessed under other projects of the Developer that benefit from the off-site reuse water improvements covered by this Agreement.
6. If the cost of off-site reuse water improvements paid for by the Developer exceeds the reuse water service recovery fees due from all of the Developer's projects that benefit from the off-site reuse water improvements, and if other developments occur which directly benefit from the off-site reuse water improvements (i.e. the

extension of reuse water infrastructure from the connection point at the intersection of Project entrance road east towards McCall Road and beyond), the reuse water service recovery fees collected from the other developers of such other developments shall be applied on a lot-by-lot basis to the balance of the Developer's costs at a rate of the current reuse water service recovery fee per ERU until all credits have been reimbursed to the Developer or until there are no more such reuse water service recovery fees. The County will provide to Developer an accounting of such service recovery fees as requested.

Section 6. Other Fees.

The provision of reuse water services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the County, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by ordinance of the County. Such fees and charges may be changed from time-to-time by ordinance of the County.

Section 7. User Rates.

User charges for reuse water consumption shall be billed to the property owner(s) or occupant(s) based upon the rates and terms established by ordinance of the County.

Section 8. Term; Renewal.

The initial term of this agreement shall be five (5) years, commencing on October 6, 2021 and ending on October 7, 2026. This agreement shall be renewed automatically on the same terms and conditions herein for an additional five (5) year period, unless notice is given by either party of the intent not to renew on or before July 9, 2026.

Section 9. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County's reuse water. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing reuse water service to the Property.

Section 10. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 11. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 12. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 13. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 14. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 15. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 16. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners
 601 North Laurel Street
 Springfield GA 31329

If to Developer: Simcoe Investment Group, LLC, a Georgia Limited Liability Company
 c/o John Mowry
 P.O. Box 3097
 Richmond Hill, GA 31324

Section 17. Excusable Delay.

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the County be held liable to the Developer for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer, then Developer shall be entitled to complete the County’s construction obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County’s construction obligations hereunder, in accordance with Section 9 of the Effingham County Georgia Impact Fee Ordinance (or any successor provision), be entitled to a credit for the cost of such completion against the reuse water service recovery fees and capacity fees otherwise payable under this Agreement.

Section 18. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned,

or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 19. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County has cause these presents to be executed by its proper officer under seal, affixed, this 6th day of October, 2021.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

BY: _____
WESLEY CORBITT, CHAIRPERSON

ATTEST: _____
STEPAHNIE JOHNSON, CLERK

DEVELOPER: _____

BY: John Mowry _____
Member

EXECUTED IN THE PRESENCE OF:

WITNESS

Sworn to and subscribed before me this
____ day of _____, 20 ____.

NOTARY PUBLIC



10 Chatham Center South Dr.
Suite 100
Savannah, GA 31405
Phone: (912) 232-6533
Fax: (912) 233-4580
www.emc-eng.com



Item XI. 7.

July 15, 2021

Mr. Eric Larson, PE
Assistant County Manager
Effingham County
601 North Laurel Street
Springfield, GA 31329

RE: Bluejay Commons Proposed Reuse Main
EMC Project # 21-0002

Dear Mr. Larson:

In order to provide reuse service to the proposed 124 unit – Bluejay Commons development, the County's existing reuse main will need to be extended down Bluejay Road approximately 900 lf from the proposed Pinebrook Subdivision stub out. This stub out location was taken from plans titled Site Development Plans for Pinebrook Subdivision that were completed by Allen Engineering and dated August 2020. Those plans show the reuse main stub out to be a 12" pvc reuse main. As part of the design of Bluejay Commons, EMC Engineering Services completed a Public Reuse System Engineering Report. In this report it was shown that only a 6" pvc main would need to be extended down Bluejay Road to provide adequate flows and pressures for the Bluejay Commons proposed reuse. If Effingham County would prefer that a 12" pvc reuse main be extended from the existing 12" pvc reuse main stub out instead of a 6" pvc reuse main that has been proposed, the developer of the Bluejay Commons development requests that the County cover the difference in cost for upgrading the reuse main from 6" pvc to 12" pvc. We have calculated a cost for this portion of reuse main for installing a 6" pvc reuse main and appurtenances and a 12" pvc reuse main and appurtenances. See attached cost estimates. They are as follows:

6" pvc reuse main - \$36,137.50

12" pvc reuse main - \$85,849.48

Difference – County cost share portion - \$49,711.98

Sincerely,

Travis Bazemore
Senior Design Engineer



EMC Engineering Services, Inc.
 10 Chatham Center South, Suite 100
 Savannah, GA 31405

QUANTITY ESTIMATE
BLUEJAY COMMONS 6" PVC REUSE EXTENSION
EMC PROJECT NO.: 21-0002
EFFINGHAM COUNTY, GEORGIA
prepared for:
SIMCOE INVESTMENT GROUP, LLC

7/9/2021

EROSION CONTROL

NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Silt Fence (Non-Sensitive)	1,550.00	LF	\$ 2.50	\$ 3,875.00
2	Disturbed Area Permanent Seeding	1,210.00	SY	\$ 1.50	\$ 1,815.00
3	Traffic Control / Mobilization	1.00	LS	\$ 3,500.00	\$ 3,500.00
4	Cut & Patch Asphalt Drive	33.00	SY	\$ 100.00	\$ 3,300.00
5	Connect to Existing 12" PVC Reuse Main and Reduce to 6" PVC Reuse Main	1.00	LS	\$ 3,507.50	\$ 3,507.50
6	6" Valve in box	4.00	EA	\$ 1,700.00	\$ 6,800.00
7	6" PVC Reuse Main	920.00	LF	\$ 14.50	\$ 13,340.00
TOTAL					\$ 36,137.50



EMC Engineering Services, Inc.
 10 Chatham Center South, Suite 100
 Savannah, GA 31405

QUANTITY ESTIMATE
BLUEJAY COMMONS 12" PVC REUSE EXTENSION
EMC PROJECT NO.: 21-0002
EFFINGHAM COUNTY, GEORGIA
prepared for:
SIMCOE INVESTMENT GROUP, LLC

7/9/2021

EROSION CONTROL

NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Silt Fence (Non-Sensitive)	1,550.00	LF	\$ 2.50	\$ 3,875.00
2	Disturbed Area Permanent Seeding	1,210.00	SY	\$ 1.50	\$ 1,815.00
3	Traffic Control / Mobilization	1.00	LS	\$ 3,500.00	\$ 3,500.00
4	Cut & Patch Asphalt Drive	33.00	SY	\$ 100.00	\$ 3,300.00
5	Connect to Existing 12" PVC Reuse Main	1.00	LS	\$ 7,619.48	\$ 7,619.48
6	12" Valve in manhole	3.00	EA	\$ 8,500.00	\$ 25,500.00
7	6" Valve in box	1.00	EA	\$ 1,700.00	\$ 1,700.00
8	12" PVC Reuse Main	900.00	LF	\$ 42.50	\$ 38,250.00
9	6" PVC Reuse Main	20.00	LF	\$ 14.50	\$ 290.00
TOTAL					\$ 85,849.48

Staff Report

Subject: McCall Park Renovations Change Order #1
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: October 5, 2021
Item Description: Change Order for design revisions and value engineering items.

Summary Recommendation:

Design was performed in-house by Staff. The plans dictated grading details on the ball fields, parking lot, etc. but didn't include a site-wide proposed grading plan since the GIS contours had the property basically flat. Once the contractor staked out the project per the plan, we identified small "pockets" that couldn't drain between the fields and parking. In addition, to achieve the needed grading plan for the fields, we determined we required significant volume of fill dirt that was not clearly defined in the scope of work. It was also determined we needed a stormwater management plan to mitigate the increased runoff from the parking lot and these turf fields. To offset the additional cost of grading and stormwater management, the contractor offered several value engineering proposals to reduce costs on original bid items.

Executive Summary/Background:

- Original contract cost = \$419,600
- Change Order #1 = \$58,145
- Value Engineering proposal saved \$20,000
- Revised contract cost = \$477,745
- Contractor has requested an additional 70 days to complete the work.

Alternatives for Commission to Consider

- 1 - Approve Change Order # 1 with Rain-n-Shine Irrigation LLC. in the amount of \$58,145.
- 2 – Take no action / Deny – An alternative plan to grade and drain the site will be needed. Staff believes the most cost effective solution has been proposed and recommended.
- 3 – Table for additional evaluation. The contractor will need to stop work while a decision is made. Time delays will likely result in a claim for additional compensation.

Recommended Alternative: Alternative 1

Other Alternatives: 2

Department Review: Development Services; County Attorney

Funding Source: GL 321-6130-039-54-1252.

Attachments: 1. Change Order #1 Request

Change Order Request# 1

Project: McCall Park Improvements

Contract Date: June 15, 2021

Change Order Effective Date: _____

Change Order Issued to: Rain-N-Shine Irrigation LLC

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNIT \$	BID QTY	Unit Price	Total
1	Positive drainage plan for the site possibly utilizing an additional retention pond and additional swales between ballfields and around back of ballfield, to provide sufficient borrow material to balance the site.				
2	Value Engineering: Existing Backstop on baseball field: Posts and frame work will be salvaged in same location, existing cyclone will be removed and upper backstop wings New Cyclone fencing will be added, new framework for upper panels will be added.			\$ (4,000.00)	
3	New Fencing for Playground: appx 300 LF with 4' entry gate. Demo existing fencing, Install New Posts, top rail, bottom tension wire, new gate Utilize cyclone wire from existing ballfields for playground with new straps and ties, tension rods and brackets.			\$ 3,000.00	
4	Install New Waterline for hose bib at Dog Park off potable water source			\$ 800.00	
5	Value Engineering: Bathroom Facility Original plan was to demo entire building down to slab. Proposed Value Engineering is to leave existing structure (Building is structurally Sound) Demo interior walls, existing plumbing, electrical drops, shingle roofing, tar paper, doors			\$(16,000.00)	

	Repair, point and touch mortar and repair broken or damaged block Repair damaged and rotten wooden framing and sheeting if necessary Cut concrete and install new rough in plumbing, connect to existing septic line Utilize existing Electrical service, install new Electrical drops for lighting and receptacles Frame in new Dividing wall for bathrooms and storage closets Install new plumbing fixtures, electrical fixtures, ADA Bars as shown on plan Paint Exterior and interior Masonry walls and Floor New Painted Metal 26 Gauge Roofing Screw Down in lieu of Stand and Seam roofing				
6	Painted Metal Roofing to match restroom facility for Pavilion Extend Gable Roofing to 4 ft on East and West side with 6" posts to provide cover for walkway, includes framing, sheeting, trim and metal roofing			\$ 4,500.00	
7	Engineering Consultant Drinage Design - EMC provide drainage and grading plan and hydrology report			\$ 7,500.00	
8	Additional Clearing/grubbing/disposal			\$ 7,800.00	
9	Additional Cut/Fill/Shift for Revised Grading Plan			\$ 22,770.00	
10	Storm Drainage: Materials \$21475.00 Labor \$8800.00			\$ 30,275.00	
11	Add 20 Gallon Hot Water Heater for Restrooms and Laundry Sink Includes Electrical and Plumbing			\$1500.00	
	TOTAL			\$58145.00	

The original Contract Sum was.....\$ 419,600.00

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 419,600.00

The Contract Sum will be increased by this Change Order.....\$ 58,145.00

The new Contract Sum including this Change Order will be.....\$ 477,745.00

The Contract Time will be increased by 70 days

Staff Report

Subject: MetLife Contract Renewal for 2022

Author: Sarah Mausolf, Assistant Director

Department: Human Resources

Meeting Date: October 5, 2021

Item Description: Consideration to approve MetLife (Dental and Vision Insurance) contract renewal for 2022.

Summary Recommendation

Staff is requesting approval to renew MetLife (Dental and Vision Insurance) contract for 2022.

Executive Summary

This is our first contract renewal with MetLife. There is no increase for vision rates. There will be a slight increase of 6% for dental rates.

Background

COVID-19 has significantly affected dental claim patterns; these months will not be representative of future claims. Because of this, an adjustment factor has been applied to normalize the claims.

Alternatives for Commission to Consider

1 Staff is recommending approval of MetLife (Dental and Vision Insurance) renewal contract for 2022. Vision rates no increase for 2022. Dental rates will have a 6% increase.

2. Disapprove request and provide staff with further guidance.

Recommended Alternative:

Staff recommends Alternative 1 despite an increase in dental rates because of MetLife's exceptional customer service and great coverage of benefits.

Other Alternatives:

None.

Department Review:

County Manager/Human Resources

Funding Source:

Budget will be impacted with an increased cost of approximately \$14,000.

Attachments:

MetLife Renewal Rate Analysis.

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116



HOMER GARRISON
4605 COLUMBUS ST
VIRGINIA BEACH, VA 23462

Re: Group # 05966544
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Subject: January 1, 2022 Renewal

Dear Broker / Agent / Third Party Administrator:

Enclosed is a copy of the renewal letter that will be sent to your client.

Thank you for your business!

MetLife Renewal Underwriting

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116



October 19, 2021

Attn: Benefits Administrator
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
601 N LAUREL STREET
SPRINGFIELD, GA 31329

Subject: Renewal Rate Analysis For EFFINGHAM COUNTY BOARD OF COMMISSIONERS -
Group # 05966544

Dear Benefits Administrator:

We would like to take this opportunity to thank you for your continued business. Each year Metropolitan Life Insurance Company conducts an evaluation of your company's composition — analyzing industry trends, age, gender, salary and where applicable, utilization patterns — to determine your group renewal rates.

After careful review, we have prepared the group renewal rates for your Voluntary Dental and Vision coverages. Please refer to the Renewal Rates section for details. A customer's renewal rates are determined by predicting future claim levels (i.e. their upcoming policy year). In order to set these rates, MetLife reviews past experience (claims) to determine future experience. Typically, this would be accomplished by simply trending the customer's claims to project future claim activity for their next renewal period. However, because COVID-19 has significantly impacted dental claim patterns, these months will not be representative of future claims. Because of this, an adjustment factor has been applied to normalize the claims.

Each year an experience analysis is conducted to ensure your group renewal rates for the upcoming year is properly aligned with the results of your previous year's actual and expected Voluntary Dental claims. The results of your experience analysis along with a listing of your renewal rates can be found in the Experience Analysis.

Renewal Effective Date:

Billing statements as of January 1, 2022 will reflect the renewal rates listed in the Renewal Rates section. Any additional group coverages not specifically mentioned in this letter that are active at the time of the renewal will have their rates continued through the coming year.

Add More Value to Your Benefits Plan

Optimize your benefits investment by adding a MetLife group Life and Disability plan to your benefits program. Our unmatched product suite, exceptional service and results driven enrollment programs can help you build a benefits program that's right for you and your employees.

If you have any questions, please contact your Broker or MetLife Sales Representative.

We look forward to continuing to provide quality benefit solutions to you and your employees.

Sincerely,

MetLife Renewal Underwriting

Like most group insurance policies and benefit programs, insurance policies and benefit programs offered by Metropolitan Life Insurance Company and its affiliates contain certain exclusions, exceptions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. Please contact MetLife for complete details.

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.whymetlife.com/adminmanual)

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes

Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage premium change. If you would like wording for these notices, please contact your MetLife service team.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.

Benefits are underwritten by Metropolitan Life Insurance Company, New York, NY. Certain claims and network administration services are provided through Vision Service Plan (VSP). VSP is not affiliated with Metropolitan Life Insurance Company or its affiliates. In certain states, availability of MetLife's group vision benefits is subject to regulatory approval.



U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, herein called MetLife, enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L1020008870[exp1221][All States][DC, GU, MP, PR, VI]

Renewal Rates effective January 1, 2022

*Specific group coverages not listed below will be renewed at current rates

Voluntary Dental				\$229,225.44	6.0%
Employee Only	\$29.09	\$30.84	185		
Employee + Spouse	\$58.71	\$62.23	47		
Employee + Child(ren)	\$67.16	\$71.19	49		
Employee + Family	\$96.89	\$102.70	68		
Total Lives			349		

Vision				\$45,376.20	0.0%
Employee Only	\$7.76	\$7.76	178		
Employee + Spouse	\$13.57	\$13.57	51		
Employee + Child(ren)	\$14.75	\$14.75	38		
Employee + Family	\$22.50	\$22.50	51		
Total Lives			318		

Experience Analysis

Please refer to the Dental Experience Exhibit for additional information.

DENTAL BENEFITS

RENEWAL ANALYSIS

MetLife reviews past claims experience to predict future claims activity, which is the basis for setting rates.

Dental premium rates are established to account for claim charges, margin and retention charges. In calculating your renewal rates for the upcoming policy year, we use the following process:

- Claims data is separated into experience blocks.
- The blocks of claims are then adjusted to account for plan design changes, changes in Preferred Dental Provider (PDP) payment schedules, inflation and increased utilization into the upcoming plan year.
- Premium for each block is then adjusted for billing rate changes to bring all premiums to the current rate level.
- Claim loss ratios are derived by dividing the claims data by the adjusted premium using setback methodology (because of claim lag, claims are compared to premium from a time period one month earlier).
- The expected claim loss ratios for each of the blocks are averaged into a single claim loss ratio.
- If the group is partially credible, the claim cost will be based partially on a manual rate looking at the demographics of the group.
- The expected claim loss ratio is then compared to the tolerable loss ratio to determine the appropriate renewal rate action.

UNDERWRITING ASSUMPTIONS

- The most recent year of experience is weighted 2-1 to prior years.
- The Preferred Dentist Program access fee is included in the renewal rates.
- The rates may be changed any time the current plan or contribution structure is modified.
- MetLife reserves the right to retroactively adjust rates from the effective date of a plan change.

SUPPORTING EXHIBITS

Please refer to the Exhibit Section of this renewal for all supporting Exhibits.

DENTAL Exhibit – Underwriting Fact Sheet

DENTAL Exhibit – Monthly Data

DENTAL Exhibit – Experience

DENTAL EXHIBIT – UNDERWRITING FACT SHEET

In-Network Plan Design:	50 100/100/060 \$1750 Classic
Deductible	B & C Services \$50
Coinsurance:	
- Type A	100%
- Type B	100%
- Type C	60%
- Type D	50%
Annual Max	\$1,750
Ortho Max	\$1,500
Out-of-Network Plan Design:	50 100/100/060 \$1750 Classic
Deductible	B & C Services \$50
Coinsurance:	
- Type A	100%
- Type B	100%
- Type C	60%
- Type D	50%
Annual Max	\$1,750
Ortho Max	\$1,500

DENTAL EXHIBIT – EXPERIENCE

Number of Months	6	12
Beginning Date	01/01/2020	07/01/2020
Ending Date	06/30/2020	06/30/2021
Gross Paid Claims	\$50,526.00	\$216,459.00
Paid Capitation	\$0.00	\$0.00
Seasonality	1.00	1.00
Mature Paid Claims	\$50,526.00	\$216,459.00
Plan Change Adjustment	1.0000	1.0000
Adjusted Paid Claims	\$50,526.00	\$216,459.00
Trend Adjustment Factor	1.13	1.08
Number of Months Trending	27	18
Effective Annual Trend	5.58%	5.58%
Trended Paid Claims	\$57,099.43	\$234,858.01
Change in O&U	2.610	1.010
Total Incurred Claims	\$149,029.00	\$237,207.00
Billed Premium	\$108,105.00	\$204,120.00
Adjustment Factor	1.000	1.044
Adjusted Premium	\$108,105.00	\$213,206.00
Loss Ratio	137.86%	111.26%
Number of Members		
Setback Lives	2115	4127
Average Setback Lives	352	343
Weighted Average	2-1	
Credibility Factor	100.00%	
Weighted Loss Ratio	116.64%	
Tolerable Loss Ratio	81.99%	
Needed Rate Action	31.02%	
Requested Rate Action	6.0%	

DENTAL EXHIBIT – MONTHLY DATA

Month	Premium	Lives	Paid Claims
01/01/2020	\$18,086.66	350	\$8,707.00
02/01/2020	\$18,228.58	354	\$19,947.80
03/01/2020	\$17,919.54	355	\$21,871.10
04/01/2020	\$17,749.28	355	\$13,062.06
05/01/2020	\$18,034.15	351	\$10,669.44
06/01/2020	\$17,605.75	348	\$18,587.20
07/01/2020	\$8,846.78	347	\$21,639.40
08/01/2020	\$16,827.74	335	\$17,397.24
09/01/2020	\$17,148.76	332	\$19,452.30
10/01/2020	\$18,085.93	336	\$16,840.98
11/01/2020	\$17,872.03	339	\$11,961.20
12/01/2020	\$17,333.26	341	\$15,365.90
01/01/2021	\$17,680.85	350	\$15,506.20
02/01/2021	\$18,198.01	350	\$22,137.62
03/01/2021	\$17,917.27	348	\$25,393.50
04/01/2021	\$18,456.34	349	\$19,745.90
05/01/2021	\$18,147.54	352	\$13,009.60
06/01/2021	\$17,831.29	348	\$18,008.66

Staff Report

Subject: Meritain Contract Renewal for 2022

Author: Sarah Mausolf, Assistant Director

Department: Human Resources

Meeting Date: October 5, 2021

Item Description: Consideration to approve Meritain contract renewal for 2022.

Summary Recommendation

Staff is requesting approval to renew Meritain contract for 2022.

Executive Summary

There will be a slight increase in our Meritain service fees as we are now utilizing them as our Employee Assistance Program (EAP) provider and they will be using our 2021 data to mine information for their Disease Management Program.

Background

We are entering our second year of a three-year rate locked contract agreement with Meritain. Beginning 11/1/2021 Meritain also becomes our Employee Assistance Program (EAP) provider. The board approved that contract agreement last month at the 9/7/2021 meeting.

Alternatives for Commission to Consider

1 Staff is recommending approval of Meritain renewal contract for 2022. There is a slight increase in administrative service fees due to adding the Employee Assistance Program (EAP), which the board approved 9/7/2021.

2. Disapprove request and provide staff with further guidance.

Recommended Alternative:

Staff recommends Alternative 1 despite an increase in administrative fees due to the quality of EAP services offered to our employees. Website is so much more user friendly and easily accessible.

Other Alternatives:

None.

Department Review:

County Manager

Funding Source:

Budget will be impacted, increased cost of approximately \$32,000.

Attachments:

Meritain Renewal Power Point Presentation.



January 2022 Renewal Presentation

Effingham County
Board of Commissioners

September 8, 2021

Advocates for Healthier Living



Our combined values

Item XI. 10.

CVS Health + Aetna



Our purpose

Helping people on their path to better health

Innovation
Collaboration
Caring
Integrity
Accountability

Our strategy

Creating unmatched human connections to transform the health care experience

Meritain Health® and Aetna are part of the CVS Health family of companies.

Renewal summary

Item XI. 10.

Administrative Fee	Current 1/1/2021– 12/31/2023	Renewal 1/1/2022 – 12/31/2023
Medical Administration	\$31.00	\$31.00
Case Management	Included	Included
Utilization Management	Included	Included
COBRA Administration (plus 2% of collected premium)	Included	Included
Atlas Reporting Package	Included	Included
PBM Integration Fee	Included	Included
Aetna Choice POS II Network	Included	Included
Reinsurance Administration	Included	Included
Wellness Credit (\$3,000 one-time Jan-Dec 2021)	Included	Not Applicable
State Reporting and Remittance	Waived	Waived
Summary of Benefits and Coverage ("SBC")	Waived	Waived
Disease Management (plus \$130 per hour case fee)	\$1.25	\$2.10
Telemedicine (plus consult fee) *	\$1.55	\$1.55
COBRA – Stand Alone Dental & Vision & EAP	Waived	Waived
Aetna Resources for Living EAP (11/1/2021) 6 sessions	\$1.85	\$1.85

* Teladoc consult fee moves to \$49 per consult effective 1/1/2022

We're here to meet your needs

Item XI. 10.

**As a valued client, we thank you for your renewal consideration.
It's our goal to continue to help you address your business challenges.**



Employee health
and productivity



The cost of
employee benefits



Navigating your
health care plan



PROPRIETARY NOTICE

IMPORTANT CONFIDENTIALITY NOTICE - PLEASE READ! This Confidential Information, provided by Meritain Health, is intended only for the use of the addressee and only for the purpose that it is being provided. The Confidential information shall not be distributed, disclosed or conveyed to any consultant, subcontractor, vendor or other third party. The addressee is required to use appropriate safeguards to protect the Confidential information from unauthorized disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received these documents in error, please notify the Meritain Health Privacy Officer immediately to arrange for their return at 800-831-1166.