1. Pledge to the Flag and Moment of Silence

2. Additions, Deletions and Modifications to the Agenda

3. Announcements by the Chair

4. **Recognitions, Proclamations and Presentations:**
   - **4a) Recognitions:** None
   - **4b) Proclamations:** None
     - American Legion 100 Years of Service and National Commander Brett Reistad’s Leadership
   - **4c) Presentations:** None

5. **Community Outreach:** This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.

6. **Consent: Constitutional Officers:**
   - **Clerk:**
     - **6a) Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
       1) Revenue Collected for December 2018
       2) Disbursement Report for Week Ending January 11, 2019

     - **6b) Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
       1) January 14, 2019 Special Meeting
       2) January 14, 2019 Regular Meeting
       3) January 23, 2019 Special Meeting

   - **Supervisor of Elections:**
     - **6c) Consideration of a Budget Amendment to Reflect Receipt of an Albert Network Monitoring Solutions Grant.**
7. Consent: BOCC Departments:

7-a) Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

7-b) Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.

7-c) Consideration of Appointment to the Airport Advisory Board: Request the Board consider the appointment of Mr. Les Abend to the Airport Advisory Board for a three-year term.

7-d) Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Purchasing Policy: Request the Board declare items as surplus, removal from the County’s fixed asset inventory and authorize Purchasing to dispose of surplus property pursuant to the Purchasing policy.

7-e) Consideration of the Approval of Requisition 16088 and 16102 Totaling $69,010.13: Request the Board approve requisition 16088 and 16102 totaling $69,010.13.

7-f) Consideration to Purchase a New RingPower Challenger MT525B Agricultural Tractor with a 30’ Boom and 50” Rotary Cutter at a Purchase Price Not to Exceed $185,000.00: Request the Board authorize the County Administrator or designee to execute the contract and budget transfer as approved to form by the County Attorney for the purchase of one (1) RingPower Challenger MT525B Agricultural Tractor with a 30’ Boom and 50” Rotary Cutter at a Purchase Price Not to Exceed $185,000.00.

7-g) Consideration of the Final Ranking of Request for Statement of Qualifications #19-008Q, Professional Services for Rehabilitation of Runway 6-24 at Flagler Executive Airport: Request the Board consider the final ranking of RSQ #19-008Q, Professional Services for Rehabilitation of Runway 6-24 at Flagler Executive Airport and authorize staff to negotiate a contract with the top ranked firm GAI Consultants, Inc. Upon final contract negotiation, authorize the Chair to execute a contract.

7-h) Consideration of Standard Contract #A019FCBCC Older Americans Act, Title III Between Flagler County Board of County Commissioners and Northeast Florida Area Agency on Aging, Inc., d/b/a ElderSource for the Purpose of Providing Support Services, Congregate Meals, Home Delivered Meals, Caregiver Support Services, and Nutrition Services in the amount of $420,332.00: Request the Board Approve Standard Contract #A019FCBCC Older Americans Act Between Flagler County Board of County Commissioners and Northeast Florida Area Agency on Aging, Inc., d/b/a ElderSource for $420,332.00 and authorize the Board of County Commissioners Designee, approved as to form by the County Attorney, to execute all necessary documents associated with accepting and implementing said contract, including any amendments approved as to form by the County Attorney.

7-i) Consideration and Approval of a Joint Participation Agreement Supplemental Amendment Number 1 and the Authorizing Resolution between the Florida Department of Transportation (FDOT) and Flagler County to Assist with the Design of Shoreline Protection within the City of Flagler Beach in the Amount of $821,800.00; FDOT Financial Project No. 429573-1-38-01: Request the Board approve the Supplemental Amendment Number 1, for the additional $821,800.00, to the FDOT
Joint Participation Agreement and adopt the Resolution authorizing the Chairman to execute the Agreement and approve the Unanticipated Revenue Resolution and authorize the Board appointed Signature Authority to execute all necessary budget transfers and documents associated with the project budget.

7-j) Consideration to Piggyback the St. Johns County Board of County Commissioners Agreement per Request for Qualifications (RFQ) #14-95 for Geographic Information Systems (GIS) and Technology Services with Jones Edmunds and Associates, Inc. with an Estimated Annual Expenditure Not to Exceed $25,000.00: Request the Board approve the piggyback of St. Johns County Board of County Commissioners Agreement per Request for Qualifications (RFQ) #14-95 for Geographic Information Systems (GIS) and Technology Services with Jones Edmunds and Associates, Inc. and authorize the Chair to execute the Flagler County Cooperative Agreement #19-025PB as approved as to form by the County Attorney and approved by the County Administrator.

7-k) Consideration of Federal Fiscal Year 2017 Community Development Block Grant (CDBG) Subgrant Agreement #19DB-ON-04-28-01-H04 in the amount of $700,000 between Florida Department of Economic Opportunity and Flagler County Board of County Commissioners: Request the Board approve the FY 2017 CDBG Subgrant Agreement; Resolution, and Unanticipated Revenue Resolution.

8. General Business: Presentations limited to 15 minutes with public comments limited to 3 minutes per speaker.

8-a) Consideration of Appointments to the Affordable Housing Advisory Committee: Request the Board consider the following appointments: a) Ms. Tammy Yorke in the category of Essential Services Personnel; b) Mr. Emanuel Roberts, Ms. DeAnna O’Flaherty or Ms. Jennifer Cauldwell for the position of Not-for-Profit Provider of Affordable Housing; and c) Ms. Bonita Robinson, Ms. Susan Miller, Ms. Virginia Dunn-Mulligan, Pastor Charles Silano or Ms. Latwi Owens in the category of a Resident of Local Jurisdiction.

8-b) Consider Proposed Compromise Settlement of the Price v. Flagler County Web Site Lawsuit under the American with Disabilities Act: Approve compromise settlement and authorize County Attorney to pursue actions with retained counsel to procure dismissal of case and authorize the Chair to execute any documents necessary to implement the dismissal of the case.

9. Public Hearings: None

10. Additional Reports and Comments:
10-a) County Administrator Report/Comments
10-b) County Attorney Report/Comments
10-c) Commission Action
10-d) Community Outreach: This thirty-minute time period has been allocated for public comment for items not of the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.
10-e) Commission Reports/Comments
11. **Adjournment**

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of December, 2018
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

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DOR - Child Support Fees
Non IV-D, SDU Cases       450.48 EFT*

RECEIVED
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REPORT OF REVENUE COLLECTED  
From the Courts to the Board of County Commissioners 
For the Month of December, 2018 
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

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*EFT - Electronic Funds Transfer to Department of Revenue for Distribution to various State agencies Total Transmitted: $84,401.93 Checks issued in the total amount of: $40,216.94

11/17/19
## Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

**Invoices Processed for week ending 01/11/2019**

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"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
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"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 01/11/2019

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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

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*"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated*
Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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*?* G = Grant supported expenditure; Note: “in-kind” or “match” to grants are not annotated
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*G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated*
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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 01/11/2019

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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 14, 2019

SPECIAL MEETING

Present: Chair Donald O’Brien, Vice Chair David Sullivan, Commissioners Charles Ericksen, Greg Hansen, and Joseph Mullins and, Deputy County Administrator Sally Sherman, County Attorney Al Hadeed and Deputy Clerk Deb Jenkins

ITEM 1 – CALL TO ORDER

Chair O’Brien called the special meeting to order approximately 9 a.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair O’Brien led the pledge and requested a moment of silence.

ITEM 3 – WELCOME BY THE FLAGLER COUNTY BOARD CHAIR

Chair O’Brien announced this meeting was called to discuss the status of administration now and going forward.

ITEM 4 – APPOINTMENT OF INTERIM COUNTY ADMINISTRATOR

Chair O’Brien asked Sally Sherman, Deputy County Administrator, to clarify the email regarding the signing authority.

Deputy County Administrator Sherman stated one of the last acts of County Administrator Coffey was a memorandum (on file in the Clerk’s Office) that assigned his authority, based on the County Code, to her as the Deputy County Administrator until her last day with the County or an interim was appointed.

County Attorney Hadeed advised the BCC would need to confirm the signature authority and Ms. Sherman to act in her capacity as Deputy County Administrator in the absence of a County Administrator.

A motion was made by Commissioner Hansen for Ms. Sherman to continue to act in her capacity as Deputy County Administrator, with all the authority afforded to the County Administrator. Seconded by Commissioner Ericksen.

Chair O’Brien requested public comment. There was none.

Chair O’Brien called the question. Motion carried unanimously.
(Item 4 – continued)

Chair O’Brien stated Ms. Sherman’s resignation was effective January 31; therefore, the BCC needed to move quickly to identify an interim County Administrator. Asked to begin with developing an RFQ for a consulting firm to begin the recruitment process. Also asked how long it would take to develop the document.

Deputy County Administrator Sherman replied there were a number of templates out there, so a document could be pulled together rather quickly. Commented with most agencies that provide this service, the County could call in advance to let them know the RFQ was out there and to ask for a quick turnaround.

Chair O’Brien asked which department typically wrote the RFQ.

Deputy County Administrator Sherman replied it was normally a collaboration between Administration, Human Resources and Purchasing.

Commissioner Ericksen recommended contacting the Florida Association of Counties (FAC).

Chair O’Brien also recommended reaching out to the Florida League of Cities and Marilyn Crotty, the Director of the John Scott Dailey Florida Institute of Government at the University of Central Florida.

Deputy County Administrator Sherman recommended asking FAC about the Range Riders program and explained it was a group of retired administrators who did not want to work full time, but would help an organization with the transition.

Commissioner Sullivan felt the BCC should not rush the long-term selection but to focus on the interim.

Commissioner Mullins noted Florida City and County Management Association (FCCMA) was a similar organization the County could contact.

Chair O’Brien stated the question was who would take on the responsibility to make these contacts for the interim position.

Deputy County Administrator Sherman noted the County was member of FAC and FCCMA and offered to get more information. Recommended assigning an elected official to work on gathering the information and for the BCC to hold a workshop to discuss moving forward.

Commissioner Sullivan felt the responsibility should go to the Chai or his designee.
(Item 4 – continued)

Chair O’Brien stated he would step up to do whatever necessary.

Commissioners Hansen and Ericksen volunteered to assist where necessary.

There was unanimous BCC consensus for Ms. Sherman to start the process to find an Interim County Administrator.

ITEM 5 – INITIAL DISCUSSION OF COUNTY ADMINISTRATOR SEARCH PROCESS AND DIRECTION TO STAFF

Chair O’Brien stated the County would have to make choices on projects because of the workload; however, he was very confident County government would function on a day-to-day basis without a hitch. Felt, because of all the directors and the team in place, the daily operations would not be affected by the change at the top.

Commissioner Hansen agreed.

Chair O’Brien recapped that Ms. Sherman would reach out to the different organizations to identify some of the interim candidates, with assistance from Commissioner Hansen and himself. Encouraged the public to apply by sending in resumes as soon as possible. Recommended issuing a press release today.

Commissioner Mullins shared some public comments he heard regarding the type of person that should be appointed County Administrator.

Commissioner Sullivan stated in St. Johns County, prior to regular meetings, each commissioner was brought in separately and given a general idea of what was to be discussed, which gave the commissioners a chance to preview and express any concerns early on. Commented he felt the BCC should consider this.

Commissioner Ericksen expressed reliance directly on the County Administrator regarding information.

Deputy County Administrator Sherman explained the structure was the commissioners were provided the agenda and then invited to contact the County Administrator or Deputy County Administrator with any questions or concerns.

Commissioner Mullins noted there were challenges with receiving an agenda on Friday night or Saturday and successfully reviewing it by Monday morning. Requested it be sent in a timelier manner.
January 14, 2019
Special Meeting

(Item 5 – continued)

Commissioner Ericksen read a statement (on file in the Clerk’s Office) regarding what he thought the County needed to do with this transition.

Chair O’Brien disclosed he would be attending the next staff meeting to reassure staff that they were still a team.

Commissioner Mullins stated the County has a great staff and a great future. Commented the team in place was impressive from what he had seen in the last thirty days.

Commissioner Sullivan recommended the BCC hold another special meeting before the next two weeks were up.

A motion was made by Commissioner Hansen to hold a special meeting on January 23 at 3 p.m. at a place to be determined. Seconded by Commissioner Sullivan.

Chair requested public comment. There was none.

Chair O’Brien called the question. Motion carried unanimously.

ITEM 6 – PUBLIC COMMENTS
None

ADJOURNMENT
The meeting adjourned by consensus at 9:35 a.m.

APPROVED AND ADOPTED __________________________________________________

ATTEST: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

________________________________  _________________________________
Tom Bexley Donald T. O’Brien, Jr.
Clerk of the Circuit Court & Comptroller Chair
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 14, 2019

REGULAR MEETING

Present: Chair Donald O’Brien, Vice Chair David Sullivan, Commissioners Charles Ericksen, Gregory Hansen and Joe Mullins, Deputy County Administrator Sally Sherman, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

Chair O’Brien called the meeting to order at 5:00 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair O’Brien led the Pledge to the Flag and requested a moment of silence.

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair O’Brien stated there were no changes to the agenda.

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair O’Brien announced the following:

- BCC meetings broadcast live via YouTube, but there could be unavoidable delays. Meetings typically posted in their entirety within 24 hours
- Special needs individuals register on the County’s website at www.flaglercounty.org/emergency or call 386-313-4200
- Spring Citizen Academy now accepting applications
- Alert Flagler replaced Code Red system – request all residents and business to register
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
- Upcoming meetings:
  - Special Meeting – January 23 at 3:00 p.m. in the Emergency Operations Center
  - Regular Meeting – February 4 at 9:00 a.m. in the Board Chambers
  - Workshop – February 4 at 1:00 p.m. in the Emergency Operations Center

ITEM 4A - RECOGNITIONS

None
ITEM 4B – PROCLAMATIONS – FOUR CHAPLAINS SUNDAY

The following proclamation was read by Commissioner Ericksen:

A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNATING FEBRUARY 3, 2019 AS “FOUR CHAPLAINS SUNDAY”
AND THE WEEK OF FEBRUARY 3-9, 2019 AS “RELIGIOUS EMPHASIS WEEK”

WHEREAS, February 3, 2019, will mark the seventy-fifth anniversary of the sinking of the troopship U.S.A.T. Dorchester, which carried to their deaths four U.S. Army Chaplains of three faiths who stood united in prayer as the ship went down; and

WHEREAS, these four Chaplains, Roman Catholic, Jewish and Protestant gave their own life jackets to four soldiers and thus sacrificed their own lives to save the lives of others; and

WHEREAS, the heroic deeds of Chaplains Lt. George L. Fox, Lt. Alexander D. Goode, Lt. John P. Washington and Lt. Clark V. Poling and their combined act of supreme devotion and sacrifice for American liberty and human freedom will be an inspiring and ever shining example of real Brotherhood for all time to the people of the world; and

WHEREAS, we must all see to it that their supreme sacrifice to the common cause of human freedom and justice for all shall not have been in vain.

NOW, THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby designate Sunday, February 3, 2019 as “Four Chaplains Sunday” and the week of February 3-9, 2019 as “Religious Emphasis Week” and encourage Flagler County residents to commemorate the day and week with the appropriate observance of this ultimate sacrifice.

American Legion Flagler Post 115 members accepted the proclamation.

A motion was made by Commissioner Hansen to adopt the proclamation. Seconded by Commissioner Sullivan.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 4C – PRESENTATIONS

None

ITEM 5 – COMMUNITY OUTREACH

Jack Carall, Palm Coast reminded the commissioners about the Sunshine Law, which must be obeyed.

Questioned why Commissioner Mullins as a new commissioner made a motion to end the County Administrator’s contract.

Betty Roundtree, President of Church Women United, stated the organization ran the food pantry at the old jail in Bunnell. Thanked Flagler County Human Services for the support given over the last 12 years by providing the facility and utilities. Spoke about her disappointment the County would have to demolish the old jail leaving them without a space to function.

Denise Bonito, Chairperson of Ocean Hammock Community Outreach Committee, noted one of their efforts was to man and stock the Flagler County Resource Center along with the nine churches that staffed the food bank. Expressed her disappointment with the short notice given to the food bank, which was scheduled to close on February 14, 2019. Requested a delay in demolishing the building and asked for help in relocating to another building or piece of land.

Joan Affatato, Plantation Bay, asked the BCC to allow the residents and water users of Plantation Bay Utility to form a “water board committee” in order to keep the residents informed and requested a moratorium on all building in Plantation Bay due to the condition of the water.

Barbara Royer, volunteer at the food bank, thanked County staff for their help, but noted the food bank was a mission that should not close. Asked for a delay and help in finding a new location.

Helen Siegel, Plantation Bay, spoke on how bad the water was in Plantation Bay and thanked Commissioner Mullins for the town hall meeting.

Jane Gentile Youd, Plantation Bay, stressed the BCC needed to form a water board for the residents of Plantation Bay. Requested a moratorium on new home construction in Plantation Bay and a forensic audit of the Plantation Bay Utility.

Joe Roy, Hammock Beach, spoke in support of the food bank and asked the County to work with Church Women United on a solution.

Pastor Charles Silano, co-founder of the Countywide Opioid Task Force, asked the BCC for a proclamation in order to recognize the value of the organization to Flagler County.
(Item 5 – continued)

Thomas, Palm Coast, stated he felt the BCC should continue the investigation into the Sheriff’s Operations Center to determine what was responsible for the illnesses of the employees. He questioned who did the pre-purchase inspection, day-to-day supervision of the demolition and construction, what tests were done on the water table and if boring tests were done.

Kathleen Dalton spoke in favor of a proclamation recognizing the opioid task force in Flagler County. She read a letter from President Trump sending condolences on the death of her son due to opioids and the efforts being made to fight the epidemic.

Kim Carney, Flagler Beach City Commissioner, announced the A1A project in Flagler Beach would soon be underway. Explained it was a 300 day project with a large bonus to finish on time. She explained how they would direct traffic and pointing out all of the businesses would be open with detours.

Renee De Angelis, member of the opioid task force, spoke in favor of a proclamation to continue to reinforce opioid awareness and the lack of services and education.

Food Pantry (Staff Response)

Deputy County Administrator Sherman replied the BCC budgeted over two years ago for the demolition of the old Bunnell jail. Stated due to bidding the demolition the County did not have a timeline, but once it did, staff reached out to Mrs. Roundtree. Stated the County could delay the demolition for an addition three months, but the bigger issue was they wanted a new space to operate, which staff could not identify. Pointed out there were 17 other food pantries in the county and consolidating with one of the others was being discussed.

Mrs. Roundtree passed out a list of food pantries by city in Flagler County, noting the Church Women United food pantry was one of the larger pantries.

Chair O’Brien asked how much additional time would be feasible to look for another space.

Mrs. Roundtree replied three months would help, noting Church Women United could not support rent and insurance, although it could pay utilities.

Commissioner Ericksen suggested starting with three months and give monthly updates.

Commissioner Mullins agreed and suggested he would speak to Mrs. Roundtree about corporate support to help keep the food bank going.

There was BCC consensus to delay the demolition of the old jail for three months and explore other locations with monthly updates given to the BCC.
Opioid Proclamation

Deputy County Administrator Sherman asked what the BCC was looking for in the way of a resolution. Noted in January 2018 she and the sheriff gave an informative opioid presentation and felt that should be incorporated in the resolution.

There was BCC consensus to direct staff to work on a proclamation/resolution recognizing the opioid task force in Flagler County to include information from staff’s presentation.

CONSENT AGENDA ITEM 6A THROUGH 7T

Commissioner Hansen removed Item 7k

Commissioner Sullivan removed Items 7l, 7p and 7r

Commissioner Mullins removed Items 7g and 7m

Chair O’Brien removed Item 7h

A motion was made by Commissioner Sullivan to approve the Consent Agenda with the exception of items 7g, 7h, 7k, 7l, 7m, 7p and 7r. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.

The following items were approved as part of the Consent Agenda:

ITEM 6A – BILLS AND RELATED REPORTS

The report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below were approved as part of the Consent Agenda.

- Revenue Collected for November 2018
- Disbursement Report for Week Ending December 14, 2018 in the amount of $14,465,023.86
- Disbursement Report for Week Ending December 28, 2018 in the amount of $3,455,209.72
- Disbursement Report for Week Ending January 4, 2018 in the amount of $6,044,739.51

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

The minutes from the following meetings were approved as part of the Consent Agenda:

- December 17, 2018 – Workshop
- December 17, 2018 – Regular Meeting
- January 7, 2019 – Workshop
- January 9, 2019 – Special Meeting
ITEM 7A – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING
THE STATE OF LOCAL EMERGENCY – HURRICANE MATTHEW

The emergency proclamations were ratified as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7a

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: On October 3, 2016, Governor Scott issued Executive Order No. 16-230 declaring a state of emergency in the State of Florida due to Hurricane Matthew. The following day, on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Matthew struck the County on October 7 devastating the entire coastline of the County, downing many trees countywide, damaging hundreds of homes and knocking out electricity for the vast majority of residents. As a result, on October 11, 2016 and every seventh day thereafter, the Chair, by Proclamation, extended the state of local emergency for additional seven day periods as the County continues the process of recovery. The damaged dune system and severe erosion of the beach makes public infrastructure and neighborhoods on the barrier island vulnerable to storm and tidal events. The coastline remains in disrepair with damaged dunes and much of A1A in Flagler Beach in need of a long term solution.

The County has completed installation of seawalls in Painters Hill and is conducting a dune restoration project by repairing dune walkovers and installing an emergency berm along much of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. In addition, the County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, the County has implemented an educational campaign called, “Dodge the Dunes,” to protect the emergency berm and new dune vegetation.

FUNDING INFORMATION: N/A

DEPT., CONTACT, PHONE: Craig Coffey, County Administrator (386) 313-4001

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 12/18/2018
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 12/25/2018
3. Proclamation Extending State of Local Emergency – Hurricane Matthew, 01/07/2019
4. Proclamation Extending State of Local Emergency – Hurricane Matthew, 01/08/2019

Craig Coffey, County Administrator
ITEM 7B – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE IRMA

The emergency proclamations were ratified as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7b

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: On September 4, 2017, Governor Scott issued Executive Order No. 17-235 declaring a state of emergency in the State of Florida due to Hurricane Irma. The following day, on the recommendation of the Public Safety Emergency Manager and the County Administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Irma struck the County on September 11, 2017 flooding and damaging hundreds of homes, knocking out electricity for the vast majority of residents, and damaging an already compromised dune system on the barrier island. As a result, on September 12, 2017 and every seventh day thereafter the Chair, by Proclamation, extended the state of local emergency for additional seven-day periods as the County continues the process of recovery. The Board has ratified each of the Proclamations at regular meetings.

As part of the recovery, the County has repaired dune crossovers and other public infrastructure along the coastline and installed seawalls in Painters Hill. The County is also conducting a dune restoration project by installing an emergency berm along most of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. The County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, to protect the berm and new dune vegetation, the County has implemented an educational campaign called “Dodge the Dunes.”

FUNDING INFORMATION: N/A

DEPT., CONTACT, PHONE: Craig Coffey, County Administrator (386) 313-4001

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Irma, 12/18/2018
2. Proclamation Extending State of Local Emergency – Hurricane Irma, 12/25/2018
3. Proclamation Extending State of Local Emergency – Hurricane Irma, 01/01/2019
4. Proclamation Extending State of Local Emergency – Hurricane Irma, 01/08/2019

Craig Coffey, County Administrator Date

7 UNOFFICIAL
ITEM 7C – CONSIDERATION OF REAPPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES

The reappointment of Mr. Armando Mustiga was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #7c

SUBJECT: Consideration of Reappointment to the Library Board of Trustees.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: The Commission has received a request for reappointment to the Library Board of Trustees from Mr. Armando Mustiga.

The Library Board of Trustees serves to aid the Flagler County Library Director in establishing policies regarding the delivery of public library services and to report to the Board of County Commissioners and citizens at least once a year regarding the status, progress, and needs of the library in regard to the provision of these services. There are seven members on this board, each appointed for three-year terms.

Mr. Mustiga has attended eight of the ten meetings of the Library Board of Trustees over the last year. Mr. Mustiga is a Flagler County resident and registered voter.

Should additional applications be received, they will be presented to the Board prior to the start of the meeting.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Christie Mayer, Exec. Admin. Assistant (386) 313-4040

RECOMMENDATION: Request the Board approve the reappointment of Mr. Armando Mustiga to the Library Board of Trustees for an additional three-year term.

ATTACHMENTS:
1. Request for Reappointment from Mr. Armando Mustiga
2. Library Board of Trustees Attendance Record

Craig M. Carey, County Administrator

Date
ITEM 7d – CONSIDERATION OF APPOINTMENTS TO THE FLAGLER COUNTY PARKS AND RECREATION ADVISORY BOARD

The appointment of Mr. John Tipton and Ms. Barbara Salter to the Parks and Recreation Advisory Board was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM 7d

SUBJECT: Consideration of Appointments to the Flagler County Parks and Recreation Advisory Board.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking Board action on requests for appointment to the Flagler County Parks and Recreation Advisory Board from Mr. John Tipton and Ms. Barbara Salter. Both Mr. Tipton and Ms. Salter are residents of Flagler County and registered voters.

The Flagler County Parks and Recreation Advisory Board is a seven-member advisory board that makes recommendations to the County Commission on matters pertaining to county parks, recreational programs and facilities. Members serve two-year terms. The Parks and Recreation Advisory Board currently has two vacancies. The positions were advertised in the News Tribune as well as on the Flagler County website, www.flaglercounty.org. The Board acknowledges and thanks Mr. Reginald Kirven and Mr. George Fortuna for their service on the Parks and Recreation Advisory Board.

Should additional applications be received, they will be presented to the Commission prior to the meeting.

FUNDING INFORMATION: N/A


RECOMMENDATION: Request the Board consider the appointments of Mr. John Tipton and Ms. Barbara Salter to the Parks and Recreation Advisory Board for two-year terms.

ATTACHMENTS:
1. Request for Appointment from Mr. John Tipton
2. Request for Appointment from Ms. Barbara Salter

Craig M. Culver, County Administrator

Date
ITEM 7E – CONSIDERATION OF REAPPOINTMENTS TO THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION (TPO) BICYCLE/PEDESTRIAN ADVISORY COMMITTEE AND CITIZENS ADVISORY COMMITTEE

The reappointments of Larry Coletti, Andrew Dodzik and Marcia Stevens Foltz was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #7e

SUBJECT: Consideration of Reappointments to the River to Sea Transportation Planning Organization (TPO) Bicycle/Pedestrian Advisory Committee and Citizens Advisory Committee.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: The Board has received requests for reappointment to the River to Sea TPO Bicycle/Pedestrian Advisory Committee (BPAC) from Mr. Larry Coletti as the “Citizen Representative” and Mr. Andrew Dodzik as the “Citizen Alternate Representative”. The Board has also received a request for reappointment to the River to Sea TPO Citizens Advisory Committee (CAC) from Ms. Marcia Stevens Foltz as the “Citizen Representative”.

Each Committee is tasked with specific duties. First, The River to Sea TPO Bicycle/Pedestrian Advisory Committee serves in an advisory capacity to review plans, policies and procedures as they relate to bicycle and pedestrian issues in the TPO planning area. They are responsible for reviewing and ranking bicycle and pedestrian project applications submitted on an annual basis. In addition, they assist with creating and implementing a regional plan for the continuing enhancement and expansion of the bicycle and pedestrian network. Secondly, The River to Sea TPO Citizens Advisory Committee serves in an advisory capacity to seek input on planning proposals and to provide comment with respect to various segments of the population in regard to their transportation needs; assist the River to Sea TPO in the formulation of goals and objectives for shaping the urban environment; conduct public information programs; provide effective citizen review of the preliminary findings and recommendations of transportation planning studies throughout the planning area, and assist in other functions as deemed desirable by the River to Sea TPO Board.

Mr. Coletti served on the BPAC as the Board’s “Citizen Alternate Representative” for one year and then as the “Citizen Representative” this last year. Mr. Dodzik has served on the BPAC as the Board’s “Citizen Alternate Representative” for one year. Ms. Foltz has served on the CAC as the “Citizen Representative” for one year. The position of “Citizen Representative Alternate” on the CAC will continue to be posted until filled. These positions were advertised in the News-Tribune and on the County’s website, FlaglerCounty.org. All applicants are Flagler County residents and registered voters. Should additional applications be received prior to the meeting, they will be presented to the Board for consideration.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Christie Mayer, CPS/CAP, Exec. Admin. Assistant (386) 313-4094

RECOMMENDATION: Request the Board consider the reappointment of Mr. Larry Coletti as the “Citizen Representative” and Mr. Andrew Dodzik as the “Citizen Alternate Representative” on the River to Sea TPO Bicycle/Pedestrian Advisory Committee, and Ms. Marcia Stevens Foltz as the “Citizen Representative” on the River to Sea TPO Citizens Advisory Committee.

ATTACHMENTS:
1. Request for Reappointment from Mr. Larry Coletti
2. Request for Reappointment from Mr. Andrew Dodzik
3. Request for Reappointment from Ms. Marcia Stevens Foltz

Craig M. Coffey, County Administrator
Date
ITEM 7F – CONSIDERATION OF APPROVAL OF AN AMENDED SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND FLAGLER COUNTY FOR THE CONSTRUCTION OF CR 2006 RESURFACING FROM DEAD LAKE PARK TO CR 305 IN THE AMOUNT OF $2,515,152; FDOT PROJECT NO. 435301-1-54-02

The request was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7f

SUBJECT: Consideration of Approval of an Amended Small County Road Assistance Program (SCRAP) Agreement between the Florida Department of Transportation (FDOT) and Flagler County for the Construction of CR 2006 Resurfacing from Dead Lake Park to CR 305 in the Amount of $2,515,152; FDOT Financial Project No. 435301-1-54-02.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking approval of the Small County Road Assistance Program Funding Agreement in the amount of $2,515,152 and authorization from the Board for the Chairman to execute the Agreement. Through the Florida Department of Transportation (FDOT) Work Program process, application for funding to complete the construction of the CR 2006 Resurfacing improvements was made. The project consists of construction services for the widening and resurfacing of County Road 2006 from the Dead Lake Park boat ramp to County Road 305. The length of the project is approximately 3.794 miles. The work will include widening of the two travel lanes from 9-ft to 11-ft and the addition of a 5-ft paved shoulder for each lane. The FDOT has funding currently allocated for the construction phase of the project through the Small County Road Assistance Program (SCRAP).

The Board previously approved a SREAP funding agreement in the amount of $2,576,555 for this project at the October 1, 2018 regular meeting. Subsequent to Board approval, the FDOT sent staff a revised funding agreement reflecting the funding adjustment for the project as depicted below.

Project Costs
| Construction Contract (Halifax) | $2,356,700.00 |
| Construction Engineering & Inspection (CEI) and Contingency | $178,452.00 |
| | $2,515,152.00 |
January 14, 2019
Regular Meeting

(Item 7f – continued)

**FUNDING INFORMATION:** SCRAP funding for Project #443401 is included in the FY 18-19 budget in account #112-6294-541.53-10 in the amount of $2,576,555.

**DEPT., CONTACT, PHONE:** Faith Alkhatib, Public Works Director/County Engineer, 313-4045

**RECOMMENDATION:** Request the Board approve the FDOT Small County Road Assistance Program Agreement in the amount of $2,515,162.00 and adopt the Resolution authorizing the Chairman to execute the Agreement; authorize County Administrator to execute any change orders or other project related documents for any contingency within the overall project budget.

**ATTACHMENTS:**
1. Copy of the FDOT Small County Road Assistance Program Agreement
2. Proposed Resolution to Execute Agreement

Craig M. Coffey, County Administrator  8 Jan 2019
ITEM 7I – CONSIDERATION OF BID AWARD 19-010B TO PERMA-FIX OF FLORIDA, INC. FOR HAZARDOUS WASTE MANAGEMENT SERVICES ESTIMATED NOT TO EXCEED $40,000 ANNUALLY

The bid award was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7I

SUBJECT: Consideration of Bid Award 19-010B to Perma-Fix of Florida, Inc. for Hazardous Waste Management Services Estimated Not to Exceed $40,000 Annually.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the News Journal Flagler Edition as well as publicly broadcast on www.publicpurchase.com. ITB 19-010B requested bids from vendors to provide hazardous waste management services which includes all labor, supplies, equipment, and logistical support services necessary to ensure the proper identification, containment, collection, handling, consolidation, packaging, transportation, treatment, storage, and disposal of hazardous waste and household hazardous waste (HHW). Flagler County does not charge residents a fee to drop off household hazardous waste to the facility located on South Old Kings Road.

On December 19, 2018, the County received two (2) responses as detailed on the attached tabulation sheet. Staff reviewed the bid for conformity to specifications as well as to the terms and conditions outlined in the bid documents.

Staff recommends the award to Perma-Fix of Florida, Inc. who submitted a low, responsive and responsible bid. The County and Perma-Fix of Florida, Inc. will enter into an initial contract term of three (3) years with the option of two (2) additional three (3) year renewals. Renewals may be subject to an adjustment per CPI and shall not exceed five percent (5%).

FUNDING INFORMATION: Funding for this purpose has been allocated within Solid Waste (Fund 402) FY19 Budget.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062
General Services, Heidi Petito (386) 313-4185

RECOMMENDATIONS: Request the Board approve Bid Award 19-010B to Perma-Fix of Florida, Inc. for Hazardous Waste Management Services Estimated Not to Exceed $40,000 Annually and authorize the Chair to execute the contract as approved to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. Bid Tabulation

Craig M. Coffey, County Administrator

Date 8 JAN 2019
ITEM 7J – CONSIDERATION OF A BID AWARD 19-021B TO PAUL CULVER CONSTRUCTION FOR AIRCRAFT HANGAR DOOR REPLACEMENT AT THE FLAGLER EXECUTIVE AIRPORT IN THE AMOUNT OF $39,522

The bid award was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7J

SUBJECT: Consideration of Bid Award 19-021B to Paul Culver Construction for Aircraft Hangar Door Replacement at the Flagler Executive Airport in the Amount of $39,522.00.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the Flagler News Tribune as well as publicly broadcast on www.publicpurchase.com. ITB 19-021B requested bids from vendors to provide the replacement of a hangar door that suffered damages from hurricane force winds during Hurricane Irma. T-Hangar Unit 30 requires removal of the existing door and installation of a new hangar door. The hangar facility was built in 1995 and is an 11,375 square foot galvanized steel enclosed structure designed to store aircraft.

On December 19, 2018, the County received one (1) response as detailed on the attached tabulation sheet. Staff reviewed the bid for conformity to specifications as well as to the terms and conditions outlined in the bid documents. Staff recommends the award to Paul Culver Construction who submitted a responsive and responsible bid.

FUNDING INFORMATION: Funding for the replacement T-Hangar door for Unit 30, in the amount of $39,522 has been identified within the Airport Fund (401) Reserves Account. The Airport fund will be requesting reimbursement from FEMA at 75%. The State reimbursement is expected to be at 12.5% as well as the Local (County share).

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062

RECOMMENDATIONS: Request the Board approve Bid Award 19-021B to Paul Culver Construction for Aircraft Hangar Door Replacement at the Flagler Executive Airport in the Amount of $39,522.00.

ATTACHMENTS:
1. Bid Tabulation
2. Budget Transfer 19-106

Craig M. Coffey, County Administrator

Date
ITEM 7N – CONSIDERATION OF REAPPOINTMENT TO THE LAND ACQUISITION COMMITTEE

The reappointment of Brynn Newton was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #7n

SUBJECT: Consideration of Reappointment to the Land Acquisition Committee.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking Board action on a request for reappointment to the Land Acquisition Committee (LAC) from Ms. Brynn Newton. Ms. Newton has been a member of the LAC since 1989, has attended both of the LAC meetings held in the past year, and is a very active member of this committee. Ms. Newton is a registered voter and resident of Flagler County.

The Land Acquisition Committee serves as outlined in Section 2-77 of the Flagler County Code, as an advisory board to the County Commission on issues involving the acquisition and management of environmentally sensitive lands, recreation and water recharge areas.

There are seven members on the committee who serve three-year terms. Currently, there is one position available on this committee. The vacancy was advertised in the News-Tribune on and on the County’s websites, FlaglerCounty.org.

If additional applications are received, they will be presented to the Commission prior to the meeting. This appointment will be for an additional three-year term.

FUNDING INFORMATION: N/A


RECOMMENDATION: Request the Board consider the reappointment of Ms. Brynn Newton to the Land Acquisition Committee for an additional three-year term.

ATTACHMENTS:
1. Request for Reappointment from Ms. Brynn Newton

Craig M. Coffey, County Administrator
Date
ITEM 70 – APPROVAL OF A RATIFICATION FOR A GRANT APPLICATION SUBMITTED TO THE OFFICE OF VIOLENCE AGAINST WOMEN (OVW) FISCAL YEAR 2019 FOR THE JUSTICE FOR FAMILIES GRANT PROGRAM IN THE AMOUNT OF $550,000

The grant application was ratified as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #70

SUBJECT: Approval of a Ratification for a Grant Application Submitted to the Office of Violence Against Women (OVW) Fiscal Year 2019 for the Justice For Families Grant Program in the Amount of $550,000.00.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to submit a grant application for the OVW Fiscal Year 2019 Justice for Families Grant Program, previously known as Safe Havens: Supervised Visitation and Safe Exchange Grant Program, in the amount of $550,000.00. The purpose of the grant application is to secure continuation funds for the operation of Sally’s Safe Haven Center. The Center provides visitation and safe exchange services for children in situations involving domestic violence, sexual assault, dating violence and children stalking. In 2011, Flagler County was awarded $400,000.00 start up funding for planning, implementation, and continuation funds. Since opening in December 2014, the Center has been very successful in meeting the needs of the community by providing over 962 services. The Center was established in conjunction with a number of community partners such as the Children’s Home Society, Family Life Center, Domestic Abuse Council, Flagler County Courts, Flagler County Sheriff’s Office and the Public Safety Coordinating Council. Flagler County entered into an interlocal agreement with the Children’s Home Society to provide the services at the Center.

The deadline for the Department of Justice grant application was January 8, 2019. A letter of intent to apply for the grant was required to be submitted by December 5, 2018. Applicants will be notified of the outcome of the applications by September 30, 2019. There is no local match required for the grant.

FUNDING INFORMATION: There is no match required for this program. If awarded, the revenue will be recognized as part of the FY18-19 budget and appropriated in the designated expenditure accounts.

DEPT/CONTACT/PHONE #: Craig Coffey, County Administration, 386-313-4001

RECOMMENDATIONS: Request the Board authorize the grant application submittal to the OVW for a Fiscal Year 2019 Justice for Families Grant in the amount of $550,000.00 and authorize the County Administrator to execute any documents supporting the implementation of the application and acceptance of the grant.

ATTACHMENTS:
1. Letter of Intent to Apply – Dated December 5, 2018
2. OVW FY 2019 Justice for Families Program Solicitation

Craig M. Coffey, County Administrator

Date
ITEM 7Q – CONSIDERATION OF A RESOLUTION AND THE FY19/20 FLAGLER COUNTY PUBLIC TRANSPORTATION APPLICATIONS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 5310 – ELDERLY AND PERSONS WITH DISABILITIES CAPITAL ASSISTANCE PROGRAM IN THE AMOUNT OF $275,406

The resolution and applications were approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7q

SUBJECT: Consideration of a Resolution and the FY19/20 Flagler County Public Transportation Applications to the Florida Department of Transportation (FDOT) 5310 – Elderly and Persons with Disabilities Capital Assistance Program in the Amount of $275,406.00.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) has advised Flagler County of its eligibility to apply for FTA 5310 grant funds, which apply to operating or capital expenses of recipients who operate or contract public transportation services in non-urbanized areas. This is an annual grant that we receive to provide these services; the current year grant award amount is $282,660.00. The amount of the 5310 grant application for fiscal year 19/20 is $275,406.00 for capital expense reimbursement.

The amount of the 5310 grant fiscal year 19/20 would be $275,406.00 to reimburse the capital purchase of four replacement buses. We are replacing buses 101, 102, 103 and 104, which have become mechanically unreliable and have high mileage. At the time of replacement, all of these buses are anticipated to have over 200,000 miles.

While the total project costs $344,260.00, the county’s required grant match is ten percent (10%) with an additional ten percent (10%) coming from the State and the remaining eighty percent (80%) coming from the Federal Government.

<table>
<thead>
<tr>
<th>Proposed Project – Capital Expense Reimbursement</th>
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<tbody>
<tr>
<td>Start Date: 10/01/2019</td>
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<tr>
<td>Estimated Funding</td>
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<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Flagler County</td>
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<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

The application was completed and will be sent to the granting agency prior to the deadline of January 25, 2019.

FUNDING INFORMATION: If this grant is approved the local match for the 5310 grant will be $34,426. This match would be included in the FY19/20 budget.

DEPT./CONTACT/PHONE #: General Services, Heidi Petito (386) 313-4185

RECOMMENDATIONS: Request the Board approve the resolution and the grant application for the FDOT 5310 grant program and authorize the County Administrator to execute the grant agreement, and all documents related to the application, acceptance, implementation, and closeout of the grant.

ATTACHMENTS:
1. 5310 Grant Application
2. Resolutions

Craig M. Coffey, County Administrator  
Date  
8 JAN 2019

UNOFFICIAL
ITEM 7S – CONSIDERATION OF A RESOLUTION AND FY 19/20 FLAGLER COUNTY PUBLIC TRANSPORTATION GRANT APPLICATION SUBMISSION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 5311 - NON-URBANIZED AREA FORMULA OPERATING ASSISTANCE PROGRAM IN THE AMOUNT OF $64,000

The resolution and application was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7s

SUBJECT: Consideration of a Resolution and FY 19/20 Flagler County Public Transportation Grant Application Submission to the Florida Department of Transportation (FDOT) 5311 – Non-Urbanized Area Formula Operating Assistance Program in the Amount of $64,000.00.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) advised Flagler County of its eligibility to apply for FTA 5311 grant funds, which apply to operating or capital expenses of recipients who operate or contract public transportation services in non-urbanized areas. This is an annual grant that we receive to provide these services. The current year grant award is $66,450.00. The amount of the 5311 grant application for the next fiscal year 19/20 is $54,000.00 for operating expense reimbursement which requires a dollar-for-dollar match. This amount is decreasing due to the number of trips that are originating within the rural designated areas. As Flagler County continues to grow, the amount available through the FTA 5311 grant funds will continue to decrease however; funds will increase under other programs (FTA 5310).

<table>
<thead>
<tr>
<th>Proposed Project – Operating Expense Reimbursement</th>
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<tbody>
<tr>
<td>Start Date: 10/01/2019</td>
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<td>Ending Date: 09/30/2020</td>
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<td>Total</td>
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<td>$ 128,000</td>
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</table>

The applications will be completed and sent to the granting agency prior to the deadline of January 11, 2018.

FUNDING INFORMATION: If this grant is approved the local match for the 5311 grant will be $54,000.00. This match would be included in the FY19/20 budget.

DEPT./CONTACT/PHONE #: General Services, Heidi Pelito (386) 313-4185

RECOMMENDATIONS: Request the Board approve the resolution and grant application submission for the FDOT 5311 grant program and authorize the County Administrator to execute the grant agreement, if awarded, and any other documentation associated with the implementation of the grant.

ATTACHMENTS:
1. 5311 Grant Application
2. Resolutions

Craig M. Coffey, County Administrator 8 JAN 2019

Craig M. Coffey, County Administrator 8 JAN 2019

UNOFFICIAL
ITEM 7T – CONSIDERATION OF A CAREERSOURCE FLAGLER-VOLUSIA, WORKFORCE INNOVATION AND OPPORTUNITY ACT RURAL INITIATIVES CONTRACT AWARD IN THE AMOUNT OF $26,496

The contract was approved as part of the Consent Agenda as requested in the following information:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM 7t

SUBJECT: Consideration of a CareerSource Flagler-Volusia, Workforce Innovation and Opportunity Act Rural Initiatives Contract Award in the Amount of $26,496.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking approval of a contract award from CareerSource Flagler-Volusia, Workforce Innovation and Opportunity Act Rural Initiatives for Flagler County in the amount of $26,496. The funds awarded must be used to benefit the economic condition of Flagler County, specifically, to contract with a professional technical service to establish an Innovation and Entrepreneurship District Program (IEDP) that will support the County’s Opportunity Zone District (OZ). As a pass-thru, from the Florida Rural Economic Development Initiative (REDI) program and administered by CareerSource Flagler-Volusia, the award became available on January 1, 2019.

The Board, on March 5, 2018, approved staff moving forward with efforts to be designated as an Opportunity Zone District. On June 26, 2018, staff received notification from the Office of Economic Opportunity that the County’s certification for an Opportunity Zone had been approved. The impetus for the Zone is to spur long-term private sector investment to low-income communities. More specifically, the Zone provides tax incentives, including a temporary deferral on capital gains taxes, when investors reinvest those gains in qualified Opportunity Funds. The funds must be invested in low-income communities from designated census tracts. The area approved as the Opportunity Zone is for Census Tract 602.13, which encompasses the Palm Coast Town Center.

The Flagler County Department of Economic Opportunity (FDEO), in collaboration with the City of Palm Coast (PC) and CareerSource Flagler-Volusia (CFV), will work together to retain advisory services (Consultant) to develop and communicate an Opportunity Zone (CZ) strategic plan. Consultant will position the OZ to compete against other cities to attract investment. The consultant services will include (1) creation of an economic development and communications strategy that (a) supports growth of existing businesses, entrepreneurs and residential communities within the OZ and (b) attracts new investment within the OZ and surrounding area (2) the formation of systems and procedures that facilitate the development of Opportunity Funds to finance growth within the zone.

The final product will be able to capitalize on the new federal incentive program by designing new systems and procedures that align with and enhance the existing economic development programs, services, incentives and resources currently offered in the County by multiple partners to support innovation, development and entrepreneurship.

FUNDING INFORMATION: Additional funds in the amount of $26,496 will be recognized with an unanticipated revenue resolution included as an attachment and appropriated into the Economic Development Account #001-0205-556.34-10.

DEPT./CONTACT/PHONE #: Economic Development, Helga van Eckert (386) 313-4071
(Item 7t – continued)

RECOMMENDATIONS: Request the Board the approval of the contract award with CareerSource Flagler-Volusia, as approved to legal form by the County Attorney, in the amount of $28,490 and execute the attached Unanticipated Revenue Resolution.

ATTACHMENTS:
1. Contract between CareerSource Flagler Volusia and Flagler County
2. Unanticipated Revenue Resolution
3. DEO Letter June 26, 2018 - Certification for an Opportunity Zone

Signature of County Designee

Date: 1/11/19
The following items were removed from the Consent Agenda for discussion and action:

**ITEM 7G – CONSIDERATION OF BID AWARD 10-019B TO HALIFAX PAVING, INC.**
**FOR THE CONSTRUCTION OF COUNTY ROAD 2006 RESURFACING FROM DEAD LAKE TO COUNTY ROAD 305 IN THE AMOUNT OF $2,336,700**

The following information was provided by Craig Coffey, County Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**
**CONSENT / AGENDA ITEM # 7g**

**SUBJECT:** Consideration of Bid Award 19-019B to Halifax Paving, Inc. for the Construction of County Road 2006 Resurfacing from Dead Lake to County Road 305 in the Amount of $2,336,700.

**DATE OF MEETING:** January 14, 2019

**OVERVIEW/SUMMARY:** An Invitation to Bid (ITB) was advertised in the Flagler News Tribune as well as publicly broadcast on www.publicpurchase.com. ITB 19-019B requested bids from vendors for furnishing all plant, labor, materials, equipment and supervision to complete the resurfacing of approximately 3.794 miles of County Road 2006 from Dead Lake to County Road 305 and associated improvements.

On December 5, 2018, the County received three (3) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents.

Staff recommends the award to Halifax Paving, Inc. who submitted the lowest, responsive and responsible bid. The low bid inclusive of the Alternate Bid is within the grant-funding amount.

On October 1, 2018, the Board originally approved a Small County Road Assistance Program (SCRAP) Agreement with the Florida Department of Transportation (FDOT) for the Construction of CR 2006 Resurfacing from Dead Lake Park to CR 305 in the Amount of $2,515,122.00 (Consent/Agenda Item # 7f). However, prior to execution by FDOT, it was determined the project consists of construction services for the widening and resurfacing of County Road 2006 from the Dead Lake Park boat ramp to County Road 305. The length of the project is approximately 3.794 miles. The work will include widening of the two travel lanes from 9-ft to 11-ft and the addition of a 5-ft paved shoulder for each lane.

**FUNDING INFORMATION:** Small County Road Assistance (SCRAP) Grant funding from Florida Department of Transportation (FDOT) is included in the FY19 approved budget in account #112-8294-541.63-10. Project #443401.

**DEPT./CONTACT/PHONE #:**
- Purchasing, Kris Collora (386) 313-4062
- Engineering, Fatih Akhlatib (386) 313-4045

**RECOMMENDATIONS:** Request the Board approve Bid Award 10-019B inclusive of the Alternate Bid to Halifax Paving, Inc. for the Construction of County Road 2006 Resurfacing from Dead Lake to County Road 305 in the Amount of $2,336,700; authorize the Chair to execute the contract as approved as to form by the County Attorney and approved by the County Administrator; authorize County Administrator to execute any change orders or other project related documents for any contingency within the overall project budget.

**ATTACHMENTS:**

1. Bid Tabulation

Craig M. Coffey, County Administrator

Date: [Signature]

UNOFFICIAL
January 14, 2019
Regular Meeting

(Item 7g – continued)

Commissioner Mullins stated he was concerned with some of the projects based on comments received at his town hall meetings. Noted there were complaints about the speed of Halifax Paving trucks, the way it left projects and not paying attention to details affecting the local residents’ quality of life. Stated there needed to be communication with Halifax Paving about these issues.

Faith Alkhatib, County Engineer, responded the County had been working with Halifax Paving on many projects because it was the policy to award contracts to the lowest bidder. Explained according to the terms of the contract, Halifax Paving was liable and responsible for all of the activities during the construction phase. Pointed out County staff monitored the projects, documented any issues and put them on notice. Stated Halifax Paving had been trying to correct outstanding issues.

Chair O’Brien requested public comments.

Jane Gentile Youd asked the BCC to no longer allow any county administrator to execute change orders or project-related documents for any contingency without first coming before the BCC.

A motion was made by Commissioner Mullins to approve Item 7g as presented. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7H – CONSIDERATION OF BID AWARD 19-005B TO S.E. CLINE CONSTRUCTION, INC. FOR BAY DRIVE PARK SITE WORK CONSTRUCTION IN THE AMOUNT OF $1,486,427.60

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7h

SUBJECT: Consideration of Bid Award 19-005B to S.E. Cline Construction, Inc. for Bay Drive Park Site Work Construction in the Amount of $1,486,427.60.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the Flagler News Tribune as well as publicly broadcast on www.publicpurchase.com. ITB 19-005B requested bids from vendors to furnish all labor, materials, equipment and supervision for the site work construction of Bay Drive Park.

The overall project was previously advertised as a complete project bid under ITB 18-053. At that time, only one bid response was received, in the amount of $4,224,177.00, which significantly exceeded the project budget. The project was restructured to separate the overall project into components which could be bid separately in an effort to reduce the overall cost by minimizing the number of subcontractors engaged in the project and to allow for the possibility to complete some portions of the project using in-house forces.

The subject bid includes site work necessary to prepare the site for development. The scope of work includes, but is not limited to the following: mobilization/demobilization; erosion control; clearing and grubbing; grading, excavation, stormwater pond construction with associated drainage pipe and structures; water and sewer utility improvements; access roadway stabilization, grassing, sidewalk, and trail construction.

On December 19, 2018, the County received three (3) responses as detailed on the attached tabulation sheet. Staff reviewed the bid for conformity to specifications as well as to the terms and conditions outlined in the bid documents. Staff recommends the award to S.E. Cline Construction, Inc. who submit the lowest, responsive and responsible bid.

Pursuit of grant funding for the Bay Drive Park project began in 2010. Staff efforts continued until a Florida Communities Trust Grant in the amount of $2.3 million was secured and the agreement was executed in 2016. A number of public hearings and community meetings were conducted regarding the Bay Drive Park project. Upon project buildout, in accordance with the grant, the completed park features will include:

- At least four recreational facilities such as a picnic pavilion, wildlife observation deck, horseshoe pit and a bocce ball court. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
- A functional nature trail of at least 1/2 mile shall be provided on the project site. Park benches shall be provided along the trail. A water fountain shall be provided at the trailhead or along the trail.
- The project will enhance the Florida Circumnavigational Saltwater Paddling Trail by including a paddling trail sign and restrooms.
- The project shall provide access facilities to an existing open water shoreline, including a dune crossover.
January 14, 2019
Regular Meeting

(Item 7h – continued)

- A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site visible to the general public. The sign shall include the FCT logo and acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.
- Interpretive kiosks shall be provided on the project site to educate visitors about the area’s natural communities.
- Sidewalk connection shall be provided that provides a safe pedestrian sidewalk connection shall be provided between the project site and the sidewalk network in the adjacent neighborhood.

FUNDING INFORMATION: Funds from the Florida Communities Trust Grant have been appropriated for Bay Drive Park Project #150558 and are included in the FY19 Approved budget in account #313-8131-57231-10.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collicia (386) 313-4062
Engineering, Faith Akhatib (386) 313-4045

RECOMMENDATIONS: Request the Board approve Bid Award 19-005B to S.E. Cline Construction, Inc. for Bay Drive Park Site Work Construction in the Amount of $1,466,427.60; authorize the Chair to execute the contract as approved as to form by the County Attorney and approved by the County Administrator; authorize County Administrator to execute any change orders or other project related documents for any contingency within the overall project budget.

ATTACHMENTS:
1. Bid Tabulation

[Signature]
Craig M. Coffey, County Administrator
Date

Chair O’Brien stated he did not have a problem with Item 7h, but would abstain from the vote and file Form 8B with the Clerk. Advised the nature of his conflict was that S.E. Cline was a client of his insurance agency even though he was not an agent for the account, he was a partial owner of the agency. Stated under an abundance of caution he would refrain from any comment or debate and abstain from voting.

A motion was made by Commissioner Hansen to approve Item 7h as presented. Seconded by Commissioner Ericksen.

Chair O’Brien requested public comment. There was none.

Chair O’Brien called the question. Motion carried 4 to 0 with Chair O’Brien abstaining.

The following Form 8B was filed by Chair O’Brien:
(Item 7h – continued)
APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE ANY ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:
- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER’S INTEREST


(a) A measure came or will come before my agency which (check one or more)

- [ ] Related to my special private gain or loss;
- [X] Related to the special gain or loss of my business associate, Hayward Brown Flagler, Inc.
- [ ] Related to the special gain or loss of my relative;
- [ ] Related to the special gain or loss of ________, by whom I am retained; or
- [ ] Related to the special gain or loss of ________, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item 7(k) of Agenda - Bid Award to S.E. Cline Construction Inc. for Bay Drive Park Site Work Construction in the Amount of $1,416,427.60

S.E. Cline Construction, Inc. is a client of Hayward Brown Flagler, Inc. an insurance agency. While I am not the agent for S.E. Cline Construction, Inc., and I do not receive commissions for their business, I am a 12.739% owner of the insurance agency.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed: 1/14/19

Signature: [Signature]

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROSS FAULT AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPAIChMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEBUTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.
ITEM 7K – CONSIDERATION OF AWARD FOR REQUEST FOR PROPOSALS 19-022P TO GALLS, LLC FOR FIRE RESCUE UNIFORM SHIRTS FOR THE INITIAL TERM OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR TERMS WITH A TOTAL CONTRACT ESTIMATED AT $105,000

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7k

SUBJECT: Consideration of Award for Request for Proposals 19-022P to Galls, LLC for Fire Rescue Uniform Shirts for the Initial Term of One (1) Year with the Option to Renew for Two (2) Additional Two (2) Year Terms with a Total Contract Estimated at $105,000.00

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: A Request for Proposals (RFP) was advertised in the Flagler News Tribune as well as publicly broadcast on www.pulppurchase.com. RFP 19-022P requested proposals from qualified vendors to provide for the purchase and customization of uniform polo shirts for the Fire Rescue division.

On January 4, 2019, the County received five (5) responses as detailed on the attached tabulation sheet. One firm delivered a late bid, which was not accepted. The evaluation committee reviewed the proposals and as a result of the rankings recommends entering into agreement with Galls, LLC, who demonstrated through the RFP process to be a responsive and responsible firm.

Galls, LLC intends to provide Fire Rescue with a very specialized uniform program, including a full custom-built web-based ordering platform that will include contract items and pricing as well as additional items as requested. Purchasing will be further researching the procurement of additional uniform items through Galls, LLC which would be favorable for the consistency of all uniform requirements for Fire Rescue.

The County and Galls, LLC will enter into contract for an initial term of one (1) year with the option to renew for two (2) additional two (2) year terms totaling up to five (5) years. In the initial term, the expected purchase of uniform shirts is estimated at approximately $25,000.00, which includes five (5) shirts per employee. Each subsequent year of the contract will include the purchase of three (3) shirts at an approximate annual spend of $25,000.00.

FUNDING INFORMATION: Funding was appropriated in the FY16/19 budget 001-3815-522,52-20 in the amount of $70,022.00 for the purchase of uniforms.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062 Fire Rescue, Don Petito, (386) 313-4200

RECOMMENDATIONS: Request the Board approve the award for Request for Proposals 19-022P to Galls, LLC for Fire Rescue Uniform Shirts for the Initial Term of One (1) Year with the Option to Renew for Two (2) Additional Two (2) Year Terms with a Total Contract Spend Estimated at $105,000.00 and authorize the Chairman to execute a contract as approved as to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. Proposal Tabulation
2. Evaluation Committee Ranking

Craig M. Coffey, County Administrator
Commissioner Hansen stated he noticed two of the bidders were local and wondered why they did not get the contract. Explained he spoke to staff and it was felt the two local bidders did not do a good job of putting the bid package together. Stated everyone wanted local businesses to thrive and suggested any local business that wanted to bid on County contracts to contact one of the commissioners to set them up with a training session.

There was discussion on local preference

Chair O’Brien liked the idea of helping local businesses with training classes and felt the Chamber of Commerce and cities could also help.

A motion was made by Commissioner Hansen to approve Item 7k as presented. Seconded by Commissioner Sullivan.

Chair O’Brien requested public comments. There were none.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7L – CONSIDERATION OF A GRANT APPLICATION TO THE STATE OF FLORIDA 911 BOARD FOR THE E911 STATE GRANT TO INCLUDE GEOGRAPHIC INFORMATION SYSTEMS (GIS) CENTERLINE, POINT GENERATION AND MAP ACCURACY SYSTEMS NOT TO EXCEED $300,000

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7L

SUBJECT: Consideration of a Grant Application to the State of Florida 911 Board for the E911 State Grant to Include Geographic Information Systems (GIS) Centerline, Point Generation and Map Accuracy Systems Not to Exceed $300,000.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to submit grant opportunities to improve the Backup E911 Center located at the Sheriff’s Operation Center. Periodically, the State of Florida E911 Board opens up grant cycles to assist counties replacing necessary equipment. In 2017, grant funds were received to enhance the primary E911 Center and in 2019, grant funds were received to upgrade the Backup 911 Center Customer Premise Equipment Replacement, Backup 911 Communications Center Uninterruptible Power Supply (UPS), GIS Workstations, GIS Printer/Plotter, and GIS Storage Area Network (SAN) Device

The scope of the project for this year’s grant will include Geographic Information Systems (GIS) Centerline, Point Generation and Map Accuracy Systems.

The 911 Board approved the grant requests totaling $268,172 for the replacement of the CPE equipment at the Primary PSAP and the replacement of the logging recorder in December 2017 at no additional cost to the County. The 911 Board approved the grant requests totaling $208,499.27 for the replacement of the Backup 911 Center Customer Premise Equipment Replacement, Backup 911 Communications Center Uninterruptible Power Supply (UPS), GIS Workstations, GIS Printer/Plotter, and GIS Storage Area Network (SAN) Device in May 2018 at no additional cost to the County.

The project includes using a 3rd party vendor to verify all GIS data in the county, verify the appropriate centerline data in the GIS database, compare the Master Street Addressing Guide (MSAG) to the GIS data, and look for any addressing anomalies or omissions.

The National Emergency Number Association (NENA) requires a match rate of 95% between the MSAG and the telephone companies Automatic Location Information (ALI). This requested project will verify and correct any errors so that we can be assured we are reaching that requirement.

This grant will allow the County to align the GIS database and MSAG with the physical addresses throughout the County, as well as prepare the County for the future upgrade to Next Generation 911 model (NG911).

The grant deadline was moved back to February 1st, 2019 and therefore we are in the process of gathering the State required documents and bids.

FUNDING INFORMATION: The total grant allocations is approximately $300,000. If awarded these funds will be recognized and the expenditures appropriated as such in the E-911 Fund (302). This grant award is 100% funded by the State of Florida E911 Board. The grant awards will be appropriated with the approval of the attached Unanticipated Revenue Resolution.

DEPT., CONTACT, PHONE: Jarrod M. Shupe, IT Director / 911 Coordinator (386) 313-4281
Commissioner Sullivan pointed out the grant stated it would support the 911 call site at the SOC (Sheriff’s Operations Center). Suggested from now on they should be extremely careful when commenting about doing anything at the SOC until there was a final understanding.

Jarrod Shupe, Innovation Technology Director, explained it was for the back of the house and was a grant for a third party consultant to do GIS work. Noted the County currently had the dispatch center tele-communicators at the Emergency Operations Center and at the Jail Administrative Building.

Commissioner Sullivan pointed out the backup material stated SOC.

Mr. Shupe replied he would clarify.

Chair O’Brien requested public comments.

Sheriff, Rick Staley explained the backup was originally at the SOC until the remodeling was done and then when old operations center was repurposed to the Sheriff’s Jail Administration it was located there.

A motion was made by Commissioner Sullivan to approve Item 7l as presented. Seconded by Commissioner Mullins.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7M – CONSIDERATION OF FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL TO FUND A CONTRACT WITH FLORIDA’S FIRST COAST OF GOLF FOR FISCAL YEAR 2018-19

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7m

SUBJECT: Consideration of Flagler County Tourist Development Council to Fund a Contract with Florida’s First Coast of Golf for Fiscal Year 2018-19.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to enter into a contract with Florida’s First Coast of Golf, Inc. (FFCG) in the amount of $40,700 in order to promote Flagler County as a golf destination. The contract provides details on how the $40,700 in Tourist Development Tax (TDT) funding would be spent marketing Flagler County and the NE Florida region as a premier golf destination. This contract is a crucial component to the regional marketing effort aimed at attracting golfers to the region and increasing hotel occupancy. The effort spans a wide variety of platforms and will be conducted under the unified brand of FFCG. Flagler County’s $40,700 to FFCG 2019 marketing plan total cost of $477,000, also includes over $2.5 million in earned (free) media resulting in just under $3 million in golf destination marketing.

FFCG is a not for profit corporation formed by the region’s lodging properties, tourist boards, and golf courses to promote the Northeast Florida region as a golf destination. This is the only organization that can provide a regional partnership to market golf tourism as they specifically promote the counties of Duval, Clay, Flagler, Nassau and St. Johns. The Board has entered into a contract with FFCG for each of the last ten (10) years. Flagler County Tourist Development Executive Director, Matt Dunn, serves on the FFCG Board of Directors along with the Tourist Development Directors from all five Counties within the region.

The marketing plan created by FFCG and its Board of Directors involves spending approximately $477,000 in 12 separate categories, including three types of advertising (television, print, and digital), presence at two types of events (trade shows and consumer shows), and several in-house services which are necessary to execute the plan effectively (e.g., research, graphic design, digital agency and public relations). Additionally, various collateral pieces and promotional campaigns, including the Palm Coast and the Flagler Beaches brand, will be updated with new creative design and take place throughout the fiscal year.

FUNDING INFORMATION: Funding for this request is available in the FY2018-19 budget in account 110-4700-559.49-15 for $40,700 (Advertising).

DEPT./CONTACT/PHONE #: Tourist Development, Matthew Dunn (386) 313-4225

RECOMMENDATIONS: Request the Board approve the Florida’s First Coast of Golf contract in the amount of $40,700 for FY2018-19 with Flagler County Tourist Development and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said contract. Including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
1. Contract
2. Media Plan

Craig M. Coffey, County Administrator 8 JAN 2019

31 UNOFFICIAL
(Item 7m – continued)

Commissioner Mullins requested a brief description of the item and what areas it encompassed and if it had been done in prior years.

Matt Dunn, Tourism Development Director, replied it had been done for several years. Explained it was a collaboration between the five northeastern counties of Clay, Duval, Nassau, St. Johns and Flagler. Explained the counties pooled their funding for the promotion of golf tourism and specifically golf vacation packages. He continued.

Deputy County Administrator Sherman confirmed the County had been doing the contract for ten years.

Commissioner Ericksen noted it was bed tax money that had been collected.

Chair O’Brien requested public comment. There was none.

A motion was made by Commissioner Mullins to approve Item 7m as presented. Seconded by Commission Hansen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7P – CONSIDERATION OF THE RATIFICATION OF PURCHASE ORDERS 26075, 26349 AND 26442 TOTALING $185,561.12

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7p

SUBJECT: Consideration of the Ratification of Purchase Orders 26075, 26349 and 26442 totaling $185,561.12.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: The following purchase orders have been submitted for ratification. The purchases are of a routine nature and have been reviewed by the Purchasing Manager and are in conformance with the purchasing policy.

- **PO 26075** – This purchase order was issued to Airbus in the amount of $14,000.00 for miscellaneous repair parts required for the helicopter. A recent change order has increased the purchase order by $12,077.12, bringing the purchase order total to $26,077.12, to include for the replacement of two (2) landing gear skid tubes.

- **PO 26349** – This purchase order was issued to ETRI, LLC in the amount of $101,721.00 for the repairs to Rescue 22 which obtained damages from a vehicular accident. The repairs include collision repairs and remounting of Braun Type 1 Module onto a new 2019 Ford F-450.

- **PO 26442** – This purchase order was issued to Advanced Composite Structures in the amount of $57,763.00 for the repairs and rental blades for the helicopter. The County’s insurance carrier, CHUBB Insurance Company, issued a check reimbursing the County for this expenditure.

FUNDING INFORMATION: Funds have been encumbered from Fire Rescue’s budget in account number001-3615-522.46-20 for the repairs to Rescue 22. Funds for the rental and repairs to the helicopter were encumbered from Flight Operations’ budget in account number 001-3670-522.46-20.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (368) 313-4062

RECOMMENDATIONS: Request the Board approve the ratification of Purchase Orders 26075, 26349 and 26442 totaling $185,561.12.

ATTACHMENTS: None
(Item 7p – continued)

Commissioner Sullivan stated two of the items had to come out of the budget and one paid for through insurance and asked for clarification.

Don Petito, Fire Rescue Chief, explained the helicopter blades were damaged and while being repaired loaner blades were needed and the amount was for rental and shipping charge. Stated the ambulance repair was reimbursed by insurance.

Chair O’Brien requested public comment. There was none.

A motion was made by Commissioner Sullivan to approve Item 7p as presented. Seconded by Commissioner Ericksen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7R – CONSIDERATION OF A RESOLUTION AND THE FY 19/20 FLAGLER COUNTY PUBLIC TRANSPORTATION APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 5310 – ELDERLY AND PERSONS WITH DISABILITIES OPERATING ASSISTANCE PROGRAM IN THE AMOUNT OF $191,465

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7r

SUBJECT: Consideration of a Resolution and the FY 19/20 Flagler County Public Transportation Application to the Florida Department of Transportation (FDOT) 5310 – Elderly and Persons with Disabilities Operating Assistance Program in the Amount of $191,465.00.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) has advised Flagler County of its eligibility to apply for FTA 5310 grant funds, which apply to operating or capital expenses of recipients who operate or contract public transportation services in non-urbanized areas.

The amount of the 5310 grant would be $191,465.00 for operating expense reimbursement to fund our New Freedom Program which requires a dollar-for-dollar match. This program has expanded our service by adding an additional hour each weekday and a full day of service (11 hours) on Saturday for the last six years.

Previous years of funding for service expansion was included in FTA 5317 grant funds. This funding has gone away and the New Freedom Program was rolled into FTA 5310 grant funds. Our annual grant request and the required grant match remains the same.

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<th>Proposed Project – Operating Expense Reimbursement</th>
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<td>Start Date: 10/01/2019</td>
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<td>Estimated Funding</td>
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The application is attached and will be delivered to the granting agency prior to the deadline of January 11, 2019.

FUNDING INFORMATION: If this grant is approved the local match for the 5310 grant will be $191,465.00. This match would be included in the FY19/20 budget.

DEPT / CONTACT / PHONE #: General Services, Heidi Petto (386) 313-4185

RECOMMENDATIONS: Request the Board approve the resolution and the grant application for the FDOT 5310 grant program and authorize the County Administrator to execute the grant agreement, if awarded, and any other documentation associated with the implementation of the grant.

ATTACHMENTS:
1. 5310 Grant Application
2. Resolutions

Craig M. Coffey, County Administrator

Date

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UNOFFICIAL
Commissioner Sullivan pointed out the County was a member of the Northeast Florida Regional Council and this item would be voted on for approval and to move it forward to the Northeast Florida Regional Council, which was why it was a good idea to have someone local at the meeting to make sure nothing slipped through the cracks.

Commissioner Ericksen add the Small County Coalition had funded the County nicely in the past, which it was also a member.

Chair O’Brien requested public comment. There was none.

A motion was made by Commissioner Ericksen to approve Item 7r as presented. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.
January 14, 2019
Regular Meeting

GENERAL BUSINESS

ITEM 8A – CONSIDERATION OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT AGREEMENT AMENDMENT NO. 1 AND THE AUTHORIZING RESOLUTION BETWEEN FLAGLER COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ASSIST WITH THE DESIGN AND CONSTRUCTION FOR THE FLAGLER COUNTY UTILITY WATER PROJECT IN PLANTATION BAY

The following information was provided by Craig Coffey, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 8a

SUBJECT: Consideration of the State of Florida Department of Environmental Protection (FDEP) Grant Agreement Amendment No. 1 and the Authorizing Resolution between Flagler County and the State of Florida Department of Environmental Protection to Assist with the Design and Construction for the Flagler County Utility Water Project in Plantation Bay.

DATE OF MEETING: January 14, 2019

OVERVIEW/SUMMARY: At the regularly scheduled meeting on November 21, 2016, as Agenda Item 16, the Board of County Commissioners approved a $2,000,000.00 funding agreement with the Florida Department of Environmental Protection. Flagler County received the Grant Agreement pursuant to Line Item 1600A of the FY16-17 General Appropriations Act (State) to provide support for the design and construction of Flagler County Utility Water Project for Plantation Bay. This Grant Agreement did not cover design and construction related to the wastewater facility.

Subsequently, at the regularly scheduled meeting on February 19, 2018, as Agenda Item 8-a, the Board approved a Change Order No. 1 to the FDEP Agreement. The Change Order modified Task 1 to use the grant funds solely to reimburse the County for actual Design and Construction costs.

Professional design services were contracted for, have been completed and the resulting construction project was advertised for bids meeting the FDEP Agreement time requirements, completion by December 31, 2019. At the mandatory pre-bid meeting held November 28, 2018, multiple bidder attendees expressed that additional time to both prepare a bid and to perform and complete the actual construction activities were needed. It was felt the up-coming Christmas and New Year holidays would significantly impact the bidders’ ability to prepare and submit a responsive and responsible bid by the due date. Secondly, it was stated that the current contractor work load and the ability of material/equipment suppliers to manufacture and deliver needed items could prevent the project being completed within the proposed 310 calendar day contract period and meet the grant requirements. These concerns could cause firms to not bid and reduce the competitiveness for this work.

Follow-up with the FDEP indicated an understanding and felt that an Agreement extension until December 31, 2020 was reasonable. Subsequently, the FDEP provided the Amendment No. 1 to the agreement document to accomplish this revision and goal.

Staff is seeking approval of the Amendment No. 1 to the existing FDEP funding agreement and authorization from the Board for the Chair to execute the Agreement Amendment.

FUNDING INFORMATION: N/A

DEPT., CONTACT, PHONE: Public Works Department, Faith Alkhatib, Public Works Director & County Engineer, 313-4045

RECOMMENDATION: Request the Board approve the FDEP Grant Agreement Amendment No. 1 to FDEP Agreement No. LP18061 and the Authorizing Resolution for the Chair to execute the document.

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UNOFFICIAL
Deputy County Administrator Sherman stated this amendment would allow staff to extend the time from December 31, 2019 to December 31, 2020. Explained they went out to bid and the feedback received from the individuals was there was not enough time to do the bids, obtain the materials and complete the project by December 2019. Stated the County Engineer worked with the department and they agreed to the change of an additional year so the project could be completed in accordance with the $2 million grant the County was receiving for the project.

Chair O’Brien requested public comment.

Jane Gentile Youd, Plantation Bay, stated according to the backup she felt the County was taking a risk of losing the funding. Commented on the poor quality of water in Plantation Bay and requested the BCC vote “no” on Item 8a.

Helen Siegel, Plantation Bay, noted January 16, 2019 was the day the bids were to be opened and questioned how they knew what the bids were when they were not due to be opened yet.

Joan Affatato, Plantation Bay, stated the grant was issued in November 2016 and questioned why the County waited until now to decide what to do with the money and why it was not used in 2016. Requested an answer on the formation of a Plantation Bay water board committee.

A motion was made by Commissioner Hansen to approve Item 8a as presented. Seconded by Commissioner Sullivan.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 8B – COMMISSION DISCUSSION REGARDING THE CREATION OF A FLAGLER COUNTY SHERIFF OPERATIONS CENTER TASK FORCE

Commissioner Sullivan stated the problems with the SOC (Sheriff’s Operations Center) were well known, but strongly felt the BCC needed to plan for what would happen if the facility could not be re-occupied. Suggested the BCC designate a commissioner and possibly an alternate to attend the meetings with the working group that was now meeting regarding the SOC.

Commissioner Mullins noted the meetings Commissioner Sullivan was talking about started the Friday before Christmas which he was asked to meet with staff to discuss the SOC.

Commissioner Sullivan noted there had been other meetings going on, but he wanted to make sure the BCC was represented and felt it needed to come up with solutions.

Commissioner Hansen stated there was nothing being done at the SOC and something needed to be done. Agreed with Commissioner Sullivan.

Chair O’Brien pointed out the staff had been working with the Sheriff’s Office and the Clerk’s Office with meetings starting long before December. Stated he felt it should be a working group to include staff, constitutional officers, and experts and not a task force with appointed members. Suggested a decision matrix of the different things that would occur depending on what path was taken. Pointed out they were waiting for reports and test results from three different sources.

Commissioner Sullivan volunteered to represent the BCC at the meetings.

Commissioner Mullins also volunteered to be a part of the building and construction part and suggested Commissioner Sullivan be involved on the financial side.

Commissioner Hansen recommended Commissioner Sullivan be the primary representative with Commissioner Mullins being the alternate.

County Attorney Hadeed stated it was important to develop clarity because the BCC had a legal interface with whatever choice it was to make. He continued.

Deputy County Administrator Sherman explained since November 2017 there were weekly and sometimes bi-weekly meetings with the Sheriff and his team and the County Administrator and his team. Stated the BCC asked that they include the PBA representative in the meetings.

Noted after the three reports were received, staff would be able to move forward with a phased program because they would then know how long it would take, the transition plan and where the SOC should be along with the associated cost. She explained the difference of developing a formal committee and having it ad-hoc.
Chair O’Brien suggested that staff continue to work on the SOC with the other parties and then keep the BCC up to having regularly scheduled workshops, which would keep everything in the Sunshine. Noting that would not preclude any commissioner from speaking one on one with staff and doing their own research.

Tom Bexley, Clerk and Comptroller, stated the SOC was a very large capital asset and it was the BCC’s duty to take it up in the Sunshine. He felt Chair O’Brien’s idea was a good one and that they should move forward quickly and concisely.

Sheriff Rick Staley noted it had been 15 months since he raised the issue and had been out of the SOC for nine months. Stressed the employees deserved a safe, efficient and cost effective place to serve the taxpayers. He pointed out how his employees were spread around in different places and he needed to consolidate the operation. Stated short- and long-term solutions were needed.

Commissioner Mullins asked what would make them comfortable in moving forward.

Sheriff Staley replied he also had a fiduciary responsibility to the taxpayers and felt in the short term the first step was to centralize his operation, but also needed a long-term solution.

Commissioner Hansen agreed with the Chair on the way to proceed by holding more workshops in order to ask the hard questions that were not being asked now.

Chair O’Brien added the BCC should direct staff to continue to work with the Sheriff and other parties then report back to the BCC at the workshops.

Commissioner Mullins felt it was taking way too long to find out what was happening at the SOC and it was affecting a lot of people.

Commissioner Sullivan agreed, stating this could not go on another two or three years.

There was BCC consensus to have staff continue working with the Sheriff and all parties involved and to begin holding regular workshops in order to keep the BCC up to date on the progress of the Sheriff’s Operations Center.
PUBLIC HEARINGS

ITEM 9A – QUASI-JUDICIAL – APPLICATION #3150 – REZONING FROM R/C (RESIDENTIAL/LIMITED COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) LOCATED AT 4931 NORTH OCEANSHORE BOULEVARD; PARCEL NUMBER: 40-10-31-5137-000H0-000

Chair O’Brien read Item 9a, noting staff was requesting the item be postponed to a time and date certain of February 18, 2019 at 5:30 p.m. or soon thereafter.

A motion was made by Commissioner Hansen to postpone Item 9a to February 18, 2019 at 5:30 p.m. or soon thereafter as requested. Seconded by Commissioner Ericksen.

Chair O’Brien requested public comment. There was none.

Chair O’Brien called the question. Motion carried unanimously.

ITEM 9B – QUASI-JUDICIAL – APPLICATION #3158 – REQUEST FOR REVIEW OF A PUD SITE DEVELOPMENT PLAN IN THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT FOR BEACHWALK PUD LOCATED AT 4931 NORTH OCEANSHORE BOULEVARD; PARCEL NUMBER: 40-10-31-5137-000H0-0000

Chair O’Brien read Item 9b, noting staff was requesting the item be postponed to a time and date certain of February 18, 2019 at 5:30 p.m. or soon thereafter.

A motion was made by Commissioner Hansen to postpone item 9b to February 18, 2019 at 5:30 p.m. or soon thereafter as requested. Seconded by Commissioner Ericksen.

Chair O’Brien requested public comment. There was none.

Chair O’Brien called the question. Motion carried unanimously.

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

None

ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

None

ITEM 10C – COMMISSION ACTION

None
ITEM 10D – COMMUNITY OUTREACH

Jack Carall, Palm Coast requested an answer to his previous question of how Commissioner Mullins came to the conclusion that Mr. Coffey should be fired after one day as a commissioner.

Jane Gentile Youd, Plantation Bay, stated she had not received an answer to her question about the creation of a “water board committee” for Plantation Bay Utility.

She asked whose money would be spent if the grant was not awarded and asked again for a forensic audit.

Joan Affatato also asked what would happen if the grant for Plantation Bay Utility was not awarded to Flagler County.

Requested the BCC create a “water board committee” so the residents were kept up to date on the progress of the utility.

Dennis McDonald stated a prerequisite of doing any type of development, whether there was a standing building or not, was to do a phase two environmental study, which was not done for the SOC. Pointed out the building was in a flood plain and had no vapor barrier. He asked the BCC to do a phase two environmental on the SOC.

Helen Siegel, Plantation Bay asked how the BCC would deal with internal applicants for the newly open staff positions. Asked if they were required by statute to advertise vacancies from within and would internal applicants be given a courtesy interview.

There was no further public comment.

ITEM 10E – COMMISSION REPORTS/COMMENT

Commissioner Hansen stated he spoke to Ginger Delegal, Executive Director the Florida Association of Counties, who was helping gather resumes for an interim county administrator.

Commissioner Sullivan stated the BCC would be accepting all applications including internal.

Commissioner Mullins stated his ongoing training was intensive and commended staff. Pointed out he had held three town halls and gave an itinerary on future ones in his district.

Stated he called for the firing of the County Administrator because he felt it was the direction of the majority of the residents of Flagler. Stated he did something he committed to do, which was to be a voice to the majority.

Chair O’Brien explained the BCC welcomed any and all applicants for any position available, including internal. Pointed out they would follow all federal and state laws with respect to employment practices and human resources just like they did every day of the week.

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UNOFFICIAL
ADJOURNMENT

The meeting was adjourned by consensus at 7:36 pm.

APPROVED AND ADOPTED __________________________________________________

ATTEST:                              FLAGLER COUNTY BOARD OF
                                      COUNTY COMMISSIONERS

________________________________  _________________________________
Tom Bexley                            Donald T. O’Brien, Jr.
Clerk of the Circuit Court & Comptroller      Chair

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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 23, 2019

SPECIAL MEETING

Present: Chair Donald O’Brien, Vice Chair David Sullivan, Commissioner Joseph Mullins, Deputy County Administrator Sally Sherman, County Attorney Al Hadeed and Deputy Clerk Deb Jenkins

Absent: Commissioners Charlie Ericksen and Greg Hansen

ITEM 1 – CALL TO ORDER

Chair O’Brien called the meeting to order at approximately 3:00 p.m. in the Emergency Operations Center in Bunnell, Florida.

ITEM 2 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair O’Brien led the Pledge to the Flag and requested a moment of silence.

ITEM 3 – WELCOME BY THE FLAGLER COUNTY BOARD CHAIR

Chair O’Brien announced Commissioner Hansen and Commissioner Ericksen were not in attendance.
ITEM 4 – REQUEST THE BOARD APPROVE THE POSITION OF HUMAN RESOURCES DIRECTOR AND CONFIRM THE SELECTION OF A HUMAN RESOURCES DIRECTOR TO BE EFFECTIVE FEBRUARY 1, 2019

The following was presented for consideration by Sally Sherman, Deputy County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM # 4

SUBJECT: Request the Board of County Commissioners Approve the Reclassification of the Community Services Director Position to a Human Resources Director and Confirm the Selection of the Flagler County Human Resource Director Effective February 1, 2019.

DATE OF MEETING: January 23, 2019

OVERVIEW/SUMMARY: Staff will be bringing forward for consideration the confirmation of a Human Resources Director for Flagler County. Currently, staff is in the process of recruiting and selecting a Human Resources Director to assume the duties that were part of the Community Services Director’s responsibility. The Community Services Director’s last day of employment is January 31st. The role of the Human Resources Director is critical in that it provides oversight in the recruiting, hiring and coordinating employee’s benefits, investigations, ensuring compliance, workplace safety, special support, etc. The retirement of the Community Services Director leaves a critical void in this area. Therefore, staff is proposing to use the currently budgeted funds from the Community Service Director position that is a Pay Grade 521 to fund the Human Resources Director to a pay grade 517.

State of Florida Statute 125.74 (1) (k) states that the County Administrator shall “select, employ, and supervise all non-legal personnel and fill all non-legal vacancies, positions for employment under the jurisdiction of the board. However, the employment of all department heads shall require confirmation by the Board”.

Staff will be providing the application and resume of the applicant for confirmation upon selection.

FUNDING INFORMATION: Funding are included in the FY 2018-19 budget.

DEPT., CONTACT, PHONE: Joseph A. Mayer Community Services Director (386) 313-4033

RECOMMENDATION: Request the Board approve the position of Human Resources Director at a pay grade of 517 and confirm the selection of the Flagler County Human Resources Director.

ATTACHMENTS:
1. Job Description

Deputy County Administrator Sherman stated this was critical as the County transitioned with the retirement of Joe Mayer who served as both the Community Services Director and as Human Resources Director. Asked the BCC to consider approving the reclassification of the Community Services Director position to a Human Resources Director position, approve the change of the position classification, and to confirm the selection of Pamela Wu effective February 1, 2019. Announced Staff received two applications from the internal posting and a team of three interviewed the applicants who overwhelmingly supported Mrs. Wu’s application. Added she was offered a preliminary acceptance of the position with the realization that the BCC had to confirm the selection.
(Item 4 – continued)

Commissioner Sullivan asked if there was enough information provided to the staff regarding the position.

Deputy County Administrator Sherman replied new employee positions were posted through Neogov and all the departments were provided copies of available positions to post in respective break areas. Commented everyone who was interested had an opportunity.

Commissioner Mullins expressed concerns about rushing into a decision. Asked if there was a way to do this as a temporary position or with a probationary period.

Deputy County Administrator Sherman acknowledged the concerns. Stated while it was up to the new administrator to build team, this was a critical position that the County could not do without because there were a plethora of current issues that needed to be dealt with and if not handled properly, could have some ramifications on County and staff. Noted even though it was an internal hire, once the person accepted the position there was a six-month probation period. Added the County had the opportunity to extend the probation for additional assessment of skills.

Chair O’Brien clarified a probationary period would give the BCC the ability to terminate or reassign. Asked if this would put County in any jeopardy.

Deputy County Administrator Sherman replied no, it was standard operating practices in accordance with personnel policy.

Commissioner Mullins favored making the “bigger decision” first and then allow the new administrator to build a team.

Chair O’Brien agreed it was not the optimal situation, but in this particular instance would defer to Ms. Sherman’s recommendation based on her knowledge and background in human resources.

A motion was made by Commissioner Sullivan to approve the position of Human Resources Director at a pay grade of 17 and to confirm Pamela Wu as the selection for the Flagler County Human Resources Director effective February 1, 2019. Seconded by Commissioner Mullins.

Chair O’Brien requested public comment. There was none.

Chair O’Brien called the question. Motion carried unanimously 3/2, with Commissioners Hansen and Ericksen absent from vote.

Ms. Sherman introduced Pamela Wu.
(Item 4 – continued)

Deputy County Administrator Sherman discussed some issues not addressed as part of the re-organization. Gave a presentation (on file in the Clerk’s Office) showing the roles of Deputy County Administrator and Community Services Director and who reported to each position. Commented she was confident those areas could move forward without a director in the interim. Stated the new administrator would then determine to fill the positions or not.

Commissioner Mullins agreed operations could run for a certain period.

Chair O’Brien commended the staff. Stated he was confident the employees could keep it together and run operations to get the County through a short-term period.

Commissioner Sullivan asked if the hearing officer for personnel matters would revert to the new Human Resources Director.

Deputy County Administrator Sherman explained she developed a formal process for a hearing officer. Stated the individual that would be the interim or permanent administrator would have the ability to designate someone as a hearing officer.

County Attorney Hadeed emphasized the hearing officer was an important role. Stated the template on how to proceed was very EEO compliant and compliant with the courts. Explained it was not just a person who could read and follow procedures and would be the hardest slot to fill from current personnel. Stated someone from Legal did attend hearings to assist on any technical/legal questions and would continue to do that, but this was not a plug-in role; it needed to be someone carefully vetted to perform that function.

Chair O’Brien asked could it be outsourced.

County Attorney Hadeed replied yes.

Ms. Sherman stated with her last day being January 31, it was critical to discuss an interim team member specifically be put in place for signatory authority only. Recommended Lorie Bailey Brown and Faith Alkhatib as an alternative. Asked for a motion from the board to approve.

A motion was made by Commissioner Mullins to approve Lorie Bailey Brown for signatory authority with Faith Alkhatib as alternate. Seconded by Commissioner Sullivan.

Chair O’Brien requested public comment. There was none.

Chair O’Brien called the question. Motion carried unanimously 3/2, with Commissioners Hansen and Ericksen absent from vote.
ITEM 5 – INTERIM COUNTY ADMINISTRATOR

The following was presented for consideration by Sally Sherman, Deputy County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM # 5

SUBJECT: Interim County Administrator and County Administrator Search

DATE OF MEETING: January 23, 2019

OVERVIEW/SUMMARY: On January 14, 2019, a Special Meeting was conducted by the Flagler County Board of County Commissioners to discuss the appointment of an Interim County Administrator; to have the initial discussion of the County Administrator search process and to provide direction to staff. Below is an overview of efforts and items for discussion, consideration, and action.

Interim County Administrator

As you are aware, during the January 14th meeting, the Board voted to accept the measures put in place which would enable the current Deputy County Administrator to have the authorization to sign all documents and act on behalf of the County Administrator (Attachment 1). The Chair was directed to work with staff to obtain resumes for the interim position that would be brought forward to the Commission for consideration. Commissioner Hanson volunteered to assist with the process, as well as, all the other commissioners. Outline are items that require action, have been advanced and suggested measures for next steps.

Action Items

The Deputy County Administrator's last day of employment is January 31st, therefore, the Board must designate an individual to have the authorization to sign all documents and act on behalf of the County Administrator. The authorization should commencing on February 1st and remain in force until an interim is appointed or any other decision the Board may make. It is recommended that Lorie Bally-Brown is designated as she has served in the past as signatory when the County Administrator and Deputy County Administrator were not available.

Action items completed

1. Range Rider Program: Staff contacted the Flagler Association of Counties regarding the Range Rider Program which provided temporary assistance to communities needing an interim administrator. The Range Rider Program has evolved and now serve only to assist communities of less than 20,000 with the recruitment of an administrator/manager.

2. Job Announcement: On January 15, 2019, a press release announcing “Flagler County accepts applications for interim county administrator was sent to local media (Attachment 2). A job announcement was posted January 16th on the County’s webpage via NEOGOV which also links the job announcement to other sites such as Indeed, LinkedIn, Monster.com, CareerBuilder, etc. Also, the job announcement was posted on the Florida City County Management Association website and on the Florida Association of Counties (Attachment 3). The announcement was also sent to the Florida Association of County Managers members in transition. The application submission deadline is January 28, 2019.

3. An email on the progress to date was provided on behalf of Chair O’Brien to the Board on January 17, 2019.
January 23, 2019
Special Meeting

(Item 5 – continued)

Next Steps and Items for Consideration

1. To follow the Human Resources hiring protocol, there are a few ground rules for moving forward:
   a. Since the selection of an interim administrator will be voted on by the Board, the Sunshine rules are in effect.
   b. Please do not have any interaction/contact with any candidates that have applied for or will be applying for the interim position.
   c. Any notes, memos, emails, tweets, Facebook post, or other communications that you create related to this process may be subject to public records laws.
   d. Should a candidate reach out to you, please direct them to the Human Resources Director at 386-313-4033.

2. Items requiring Consideration
   a. Contract or Temporary Hire
   b. Expected Salary (Attachment 3)
   c. Housing Allowance $1,500
   d. Travel Allowance - $500

3. Future Resources Material - Tools to Assist with Process (Attachment 4)
   a. Items to Consider When Reviewing Applications
      ✓ Job Description
      ✓ Executive Core Competencies.
   b. Do's and Don'ts Interview Questions
   c. Recommended Individual Interview Questions
   d. Recommended Group Interview Questions

4. Proposed Schedule of Activities

<table>
<thead>
<tr>
<th>INTERIM COUNTY ADMINISTRATOR RECRUITMENT SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
</tr>
<tr>
<td>January 29th</td>
</tr>
<tr>
<td>January 29th thru February 4th</td>
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<td>February 4th</td>
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<tr>
<td>February 5th</td>
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<table>
<thead>
<tr>
<th>DATE</th>
<th>INTERVIEW PROCESS</th>
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<tr>
<td>TBD</td>
<td>One day interview process.</td>
</tr>
<tr>
<td>TBD</td>
<td>BOCC one-on-one interviews with applicants.</td>
</tr>
<tr>
<td>TBD</td>
<td>Applicants to have lunch with Commissioners and Directors.</td>
</tr>
<tr>
<td>TBD</td>
<td>Special Meeting – BOCC Group interviews and final selection.</td>
</tr>
</tbody>
</table>

UNOFFICIAL
(Item 5 – continued)

Information for Future Consideration County Administrator Search

The information provided is to assist you in the future with formulating a strategy for the recruitment process for hiring a County Administrator. As you will see below, there are a number of options for the Board to consider. The process can take anywhere from 12 weeks to 12 months from the start of the process. Below are options the Board may want to consider.

1. Using the traditional recruitment process following the County’s regular hiring process would be accomplished by advertising on the County and other recruitment websites and venues, including paid advertisement in the public sector and other job markets.
   ✓ Timeline – 14 weeks (estimate)
   ✓ Cost - Advertising and Staff Hours - $4,000.00 (estimate)

2. The Florida Association of County Managers (FACM) has a program to assist in the recruitment and hiring process when seeking to fill a County Administrator position. Flagler County is a member of the organization. The details of the program can be customized in accordance with Board approval and the use of Public Sector professionals who have the expertise and experience in the specific job as well as the legalities associated with the recruitment and hiring process.
   ✓ Timeline – 12 weeks
   ✓ Cost - $5,000.00, plus advertisement, limited Staff time. (Attachment 5 - email and Recruitment Services Handbook)

3. Piggyback off of an existing request for Proposals (RFP) for a Recruitment Service Provider. The Provider would handle the Recruitment and Selection Process under the direction of the Board and agreed upon criteria contained within the RFP. A Piggyback to an existing RFP will reduce the recruitment process by approximately 2 months. Have Purchasing review and present the information on awards for consideration. (Attachment 6 - Current Sampling of RFP’s to Piggyback – Volusia County, Lynx, Palm Coast)
   ✓ Timeline – TBD
   ✓ Cost - TBD

4. Sending out a Request for Proposals (RFP) for a Recruitment Service Provider. The Provider would handle the Recruitment and Selection Process under the direction of the Board and agreed upon criteria contained within the RFP. (Attachment 7 - Search Firms)
   ✓ Timeline – TBD
   ✓ Cost - TBD

FUNDING INFORMATION: TBD

RECOMMENDATION: Board approval designating Lorie Bally-Brown, Finance Director, to have the authorization to sign all documents and act on behalf of the County Administrator. Also, take any other action the Board deems necessary.

ATTACHMENTS:
1. Memo – January 10, 2019 – Signatory Authority
2. Press Release – January 15, 2019
3. County Administrator Salaries Summary (To be Provided)
4. Tools to Assist with Application Review and Interview Process
5. Florida Association of County Managers Program
6. Piggyback Samplings
7. Listing of Search Firms

Sally Sherman, Deputy County Administrator

Date

7
UNOFFICIAL
Deputy County Administrator Sherman reported the Range Rider program was no longer available to the County, explaining the program now only assisted communities of less than 20,000 for recruitment of an administrator or manager. Stated the job announcement was in a press release and posted on Neogov, which also goes out to other sites. Reported announcements were also on the websites of the Florida County & City Association of Managers and the Florida Association of Counties. Reported the County had received 16 applications to date and reviewed the protocols and process going forward. Made note of the Sunshine Law.

Chair O’Brien noted he had received emails but did not respond. Explained he was immediately turning emails over to staff to compile in a file. Recommended letting staff take care of it and not have any dialogue.

Deputy County Administrator Sherman continued discussing contract decisions the BCC would need to consider. Handed out list to BCC of county administrator salaries within Florida (on file in the Clerk’s Office).

Commissioner Mullins asked to receive the former County Administrator’s salary and compensation beyond the salary.

Chair O’Brien responded staff would have that data available for the next step in negotiations.

Deputy County Administrator Sherman replied she had brought forward only the things critical for starting discussion at this point and any direction from the BCC would be helpful to Legal as far as moving forward to develop a contract. Reviewed items for consideration when reviewing applications and advised the position closes January 28.

Spoke on the recommended interview process and a reviewed proposed schedule. Stated the notebook of applications would be provided to each commissioner on January 29 to review and select his top six choices from the applicants to discuss at a special meeting to narrow it down to four candidates.

Chair O’Brien noted the next scheduled meeting would be February 4 and he would get with Ms. Sherman to work on calendar.

Commissioner Sullivan favored expediting a process to narrow down the applicants to six.

Commissioner Mullins disclosed he would be absent from the February 4 meeting.

Ms. Sherman continued the presentation with the traditional recruiting methods through Human Resources, using the Florida Association of County Managers, piggyback off an existing RFP used by another agency or sending out a fresh RFP.
January 23, 2019
Special Meeting

(Item 5 – continued)

Chair O’Brien inquired about placing on the next agenda an item for the BCC to make a decision on which process to use.

Deputy County Administrator Sherman stated that would be helpful and offered to start drafting a RFP before leaving should the BCC decide to go with that process.

Chair O’Brien recommended discussing it further in a workshop.

Commissioner Sullivan asked staff to recap what decisions were made to the commissioners who were not in attendance today.

Julie Murphy, Public Information Officer, announced meetings were recorded and available on YouTube for any commissioner not in attendance, as well as, any community members interested in catching up.

Chair O’Brien requested public comments. There was none.

Commissioner Mullins noted the need to take in consideration the changes staff could experience with a change in management style after working for someone for 12 years.

The BCC commended Ms. Sherman’s professionalism and work ethics.

ITEM 6 – COUNTY ADMINISTRATOR SEARCH
Discussed under Item 5.

ITEM 7 – PUBLIC COMMENT
None

ADJOURNMENT

The meeting adjourned by consensus at 4:07 p.m.
January 23, 2019
Special Meeting

APPROVED AND ADOPTED

ATTEST: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Donald T. O’Brien, Jr.
Chair
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST FORM

This form is to be used for issues that may warrant specific discussion and/or action at a Regular Commission meeting such as proclamations, resolutions and recognition of local individuals, civic group’s, etc. or matters that may be of major concern to the entire community. Please submit this form to the County Administrator’s office 20 days in advance of the requested scheduled Commission meeting date. Agenda requests will be reviewed by the County Administrator’s office to determine if the issue requires or deserves Board discussion and/or action. If the agenda request is approved, requestors will be contacted regarding the date the item will be on the agenda. If you have any questions, please call 386/313-4001.

If your agenda request is not approved it should be noted that any person, group or organization is welcome to address the Commission regarding matters of interest related to Flagler County government. A thirty-minute time period for public comment is allocated at the beginning and the end of each regular Board meeting. Speakers are allowed up to three minutes to address the Commission on items not on the agenda. A sign-in sheet is provided at the entrance to the Board room for those who wish to address the Commission. This Request form is not required to be filled out for those who wish to address the Commission during the Public Comment portion of Commission meetings.

PLEASE PRINT

Applicant’s Name: Kaiti Lenhart
Phone: 386-313-4170
Email: klenhart@flaglerelections.com
Address: 1769 E. Moody Blvd., Building 2, Suite 101, Bunnell, FL 32110
Group or Organization Name (if applicable) Flagler County Supervisor of Elections
Subject Matter to be Discussed: Budget Amendment
Has the subject been discussed and/or reviewed by County Departments or Officials? ___ No ______ Yes:
Name(s) of County Dept. or Officials issue discussed with ________________________________
Specific questions and/or action desired from the Board of County Commissioners:
Budget amendment to reflect receipt of an Albert Network Monitoring Solution Grant

Signature of Applicant ___________________________________________ Date 01/10/2019

Presentations limited to 15 minutes per adopted Commission Meeting Procedures. All documents submitted become public record and must remain on file with the County Clerk.

"Fax completed form to 386-313-4101 20 days in advance of the scheduled meeting requested"

For Office Use Only

Signature of County Administrator ___________________________________________ Date 1/28/19

Assigned to Agenda: 02/04/2019 Revised 02/11/10

01/25/2019 Electronically Approved by Financial Services Director, Lorie Bailey Brown (KS)
Flagler County Supervisor of Elections
Revenue and Expenditures Summary

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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7a

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: On October 3, 2016, Governor Scott issued Executive Order No. 16-230 declaring a state of emergency in the State of Florida due to Hurricane Matthew. The following day, on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Matthew struck the County on October 7 devastating the entire coastline of the County, downing many trees countywide, damaging hundreds of homes and knocking out electricity for the vast majority of residents. As a result, on October 11, 2016 and every seventh day thereafter, the Chair, by Proclamation, extended the state of local emergency for additional seven day periods as the County continues the process of recovery. The damaged dune system and severe erosion of the beach makes public infrastructure and neighborhoods on the barrier island vulnerable to storm and tidal events. The coastline remains in disrepair with damaged dunes and much of A1A in Flagler Beach in need of a long term solution.

The County has completed installation of seawalls in Painters Hill and is conducting a dune restoration project by repairing dune walkovers and installing an emergency berm along much of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. In addition, the County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, the County has implemented an educational campaign called, “Dodge the Dunes,” to protect the emergency berm and new dune vegetation.

FUNDING INFORMATION: N/A

DEPT., CONTACT, PHONE: Craig Coffey, County Administrator (386) 313-4001

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 01/15/2019
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 01/22/2019
3. Proclamation Extending State of Local Emergency – Hurricane Matthew, 01/29/2019

Sally Sherman, Deputy County Administrator

Date 1/17/19
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

WHEREAS, based on the recommendation of the Public Safety Emergency Manager, the Sheriff, and the County Administrator in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida issued a Proclamation declaring a state of local emergency, dated October 4, 2016; and

WHEREAS, Hurricane Matthew passed along the County’s coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

WHEREAS, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods; and

WHEREAS, the Board of County Commissioners ratified each of the Proclamations declaring and extending the local state of emergency by unanimous votes at public meetings; and

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarring the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, the County has installed a seawall in Painters Hill and is actively engaged in the installation of an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, the County has repaired dune crossovers and installed specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and recently installed seawalls in Painters Hill in order, in part, to validate the use of public resources for the
emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, “Dodge the Dunes”; and

WHEREAS, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers; and

WHEREAS, extending the local emergency declaration facilitates the County’s ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The state of local emergency declared on October 4, 2016, extended by emergency proclamations every seventh day thereafter and duly ratified by the Board of County Commissioners, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.

2. All emergency powers authorized by the Proclamation of October 4, 2016, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 15th day of January 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]
Donald T. O’Brien Jr., Chair

CONCURRENCE:

[Signature]
Sally Sherman, Deputy County Administrator

[Signature]
Jonathan Lord, Emergency Management Chief

APPROVED AS TO FORM:

[Signature]
Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

WHEREAS, based on the recommendation of the Public Safety Emergency Manager, the Sheriff, and the County Administrator in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida issued a Proclamation declaring a state of local emergency, dated October 4, 2016; and

WHEREAS, Hurricane Matthew passed along the County’s coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

WHEREAS, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods; and

WHEREAS, the Board of County Commissioners ratified each of the Proclamations declaring and extending the local state of emergency by unanimous votes at public meetings; and

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarring the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, the County has installed a seawall in Painters Hill and is actively engaged in the installation of an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, the County has repaired dune crossovers and installed specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and recently installed seawalls in Painters Hill in order, in part, to validate the use of public resources for the
emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, “Dodge the Dunes”; and

WHEREAS, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers; and

WHEREAS, extending the local emergency declaration facilitates the County’s ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The state of local emergency declared on October 4, 2016, extended by emergency proclamations every seventh day thereafter and duly ratified by the Board of County Commissioners, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.

2. All emergency powers authorized by the Proclamation of October 4, 2016, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 22nd day of January 2019.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Donald T. O’Brien Jr., Chair

CONCURRENCE:

Sally Sherman, Deputy County Administrator

Jonathan Lord, Emergency Management Chief

APPROVED AS TO FORM:

Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

WHEREAS, based on the recommendation of the Public Safety Emergency Manager, the Sheriff, and the County Administrator in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida issued a Proclamation declaring a state of local emergency, dated October 4, 2016; and

WHEREAS, Hurricane Matthew passed along the County's coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

WHEREAS, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods; and

WHEREAS, the Board of County Commissioners ratified each of the Proclamations declaring and extending the local state of emergency by unanimous votes at public meetings; and

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scaring the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, the County has installed a seawall in Painters Hill and is actively engaged in the installation of an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, the County has repaired dune crossovers and installed specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and recently installed seawalls in Painters Hill in order, in part, to validate the use of public resources for the
emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; and

WHEREAS, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers; and

WHEREAS, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The state of local emergency declared on October 4, 2016, extended by emergency proclamations every seventh day thereafter and duly ratified by the Board of County Commissioners, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.

2. All emergency powers authorized by the Proclamation of October 4, 2016, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 29th day of January 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Sally Sherman, Deputy County Administrator

Jonathan Lord, Emergency Management Chief

APPROVED AS TO FORM:

Al Hadeed, County Attorney
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7b

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: On September 4, 2017, Governor Scott issued Executive Order No. 17-235 declaring a state of emergency in the State of Florida due to Hurricane Irma. The following day, on the recommendation of the Public Safety Emergency Manager and the County Administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Irma struck the County on September 11, 2017 flooding and damaging hundreds of homes, knocking out electricity for the vast majority of residents, and damaging an already compromised dune system on the barrier island. As a result, on September 12, 2017 and every seventh day thereafter the Chair, by Proclamation, extended the state of local emergency for additional seven-day periods as the County continues the process of recovery. The Board has ratified each of the Proclamations at regular meetings.

As part of the recovery, the County has repaired dune crossovers and other public infrastructure along the coastline and installed seawalls in Painters Hill. The County is also conducting a dune restoration project by installing an emergency berm along most of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. The County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, to protect the berm and new dune vegetation, the County has implemented an educational campaign called, “Dodge the Dunes.”

FUNDING INFORMATION: N/A

DEPT., CONTACT, PHONE: Craig Coffey, County Administrator (386) 313-4001

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Irma, 01/15/2019
2. Proclamation Extending State of Local Emergency – Hurricane Irma, 01/22/2019
3. Proclamation Extending State of Local Emergency – Hurricane Irma, 01/29/2019

Sally Sherman, Deputy County Administrator

Date 1/17/19
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING THE
STATE OF LOCAL EMERGENCY
(Hurricane Irma)

WHEREAS, based on the recommendation of the Emergency Management Chief and the County Administrator concerning the potential impact of Hurricane Irma on Flagler County, the Chair of the Board of County Commissioners of Flagler County issued a Proclamation declaring a state of local emergency on September 5, 2017; and

WHEREAS, Hurricane Irma struck Flagler County on September 11, 2017, further scarring the dune system of the county already badly damaged by Hurricane Matthew in 2016, also flooding hundreds of homes and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, on September 12, 2017, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency declared for Flagler County for additional seven day periods; and

WHEREAS, the Board of County Commissioners ratified the Proclamations declaring and extending the local state of emergency by unanimous vote at public meetings following each of the Proclamations; and

WHEREAS, the County has repaired dune crossovers and constructed seawalls in Painters Hill, and is installing an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, to accommodate the critical time table for these recovery efforts, the County has adopted a procurement process under its emergency powers; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and seawalls in Painters Hill in order, in part, to validate the use of public resources for the emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and
WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, “Dodge the Dunes”; and

WHEREAS, extending the local emergency declaration facilitates the County’s ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities to facilitate these activities—all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The state of local emergency declared on September 5, 2017, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.

2. All emergency powers authorized by the Proclamation of September 5, 2017, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 15th day of January 2019.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Sally Sherman, Deputy County Administrator

APPROVED AS TO FORM:

Jonathan Lord, Emergency Management Chief

Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING THE
STATE OF LOCAL EMERGENCY
(Hurricane Irma)

WHEREAS, based on the recommendation of the Emergency Management
Chief and the County Administrator concerning the potential impact of Hurricane
Irma on Flagler County, the Chair of the Board of County Commissioners of Flagler
County issued a Proclamation declaring a state of local emergency on September 5,
2017; and

WHEREAS, Hurricane Irma struck Flagler County on September 11, 2017,
further scaring the dune system of the county already badly damaged by Hurricane
Matthew in 2016, also flooding hundreds of homes and nearly collapsing beachfront
homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, on September 12, 2017, and every seventh day thereafter,
based on the further recommendation of the County Administrator and the
Emergency Management Chief, the Chair of the Board of County Commissioners
extended the state of local emergency declared for Flagler County for additional
seven day periods; and

WHEREAS, the Board of County Commissioners ratified the Proclamations
declaring and extending the local state of emergency by unanimous vote at public
meetings following each of the Proclamations; and

WHEREAS, the County has repaired dune crossovers and constructed
seawalls in Painters Hill, and is installing an emergency protective berm along the
dune in most of unincorporated Flagler County; and

WHEREAS, to accommodate the critical time table for these recovery efforts,
the County has adopted a procurement process under its emergency powers; and

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2018 recognizing the customary use of the beaches by the public, including privately
owned portions of the beaches adjacent to the emergency berm and seawalls in
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preventing pedestrian and equestrian traffic on the dunes and emergency protective
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WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, “Dodge the Dunes”; and

WHEREAS, extending the local emergency declaration facilitates the County’s ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities to facilitate these activities—all with the goal of mitigating future losses.

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2. All emergency powers authorized by the Proclamation of September 5, 2017, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 22nd day of January 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Sally Sherman, Deputy County Administrator

Jonathan Lord, Emergency Management Chief

APPROVED AS TO FORM:

Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING THE
STATE OF LOCAL EMERGENCY
(Hurricane Irma)

WHEREAS, based on the recommendation of the Emergency Management Chief and the County Administrator concerning the potential impact of Hurricane Irma on Flagler County, the Chair of the Board of County Commissioners of Flagler County issued a Proclamation declaring a state of local emergency on September 5, 2017; and

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2. All emergency powers authorized by the Proclamation of September 5, 2017, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 29th day of January 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Sally Sherman, Deputy County Administrator

APPROVED AS TO FORM:

Jonathan Lord, Emergency Management Chief

Al Hadeed, County Attorney
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #7c

SUBJECT: Consideration of Appointment to the Airport Advisory Board.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: The Commission is in receipt of a request for appointment from Mr. Les Abend to the Airport Advisory Board. Mr. Abend is a Flagler County resident and registered voter.

The Airport Advisory Board serves in an advisory capacity to assist and make recommendations to the Board of County Commissioners on matters pertaining to the Flagler County Airport. The Airport Advisory Board consists of five members and one alternate with an interest in aviation, each serving 3-year terms.

The Airport Advisory Board currently has one vacancy, which was advertised in the News-Tribune and on the County’s website, www.FlaglerCounty.org. The Board received notice from Mr. Brian Riehle of his resignation from this board and we thank him for his service to the community as a member of the Airport Advisory Board for the last several years.

If any further applications are received, they will be presented to the Board prior to the meeting.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Christie L. Mayer, CPS/CAP, Exec. Admin. Asst (386) 313-4094

RECOMMENDATION: Request the Board consider the appointment of Mr. Les Abend to the Airport Advisory Board for a three-year term.

ATTACHMENTS:
1. Request for Appointment from Mr. Les Abend

Sally A Sherman, Deputy County Administrator

1/29/19

Date
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Les Abend Date: January 15th, 2019

Mailing Address: 114 Seaside Landings Dr. N, Flagler Beach, FL 32136

Physical Address: (same)

Country of Residence: x Flagler Voter ID:

Home Phone: 386-283-4747 Cell Phone: 203-482-4454 Fax:

Email: lesabend@sbcglobal.net Years in Flagler: Less than 1 year

Advisory Boards or Committees Applying For: Airport Advisory Board

Describe your training and / or experience that would make you a good fit for this position: 40+ years professional pilot, general aviation pilot, airline check airman, contributing editor FLYING magazine, on-air aviation analyst & editorial contributor-CNN, developed training program for critical incident stress management peer support volunteers, former HOA president, Flagler Executive Airport tenant.
Education:  
Purdue University

Business (name & type):  Pen & Pilot, Inc./Author

Business Address:  114 Seaside Landings Dr. N, Flagler Beach, FL 32136

Business Phone:  203-482-4454  
Position:  VP

Professional Organizations:  Retired/Allied Pilots Assoc.—Three Diamond Society/American Airlines

Have you ever served on a Flagler County appointed board or committee?

YES  NO x  
If so, please identify those on which you have served.

Advisory Board / Committee  Dates Served

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

References may be secured from the following individuals:

1. Name:  Pam Torell  Phone:  772-708-8129
2. Name:  Andy Simonds  Phone:  646-617-0406
3. Name:  Mike Safranek  Phone:  203-948-4932

(Please also consider Roy Sieger/Airport Director, Gina Friedman/Admin Assistant,
Daryl Hickman and Kurt Schnider/Airport Advisory Board Members)

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If
at any time my business or professional interests conflict with the interests of the advisory board
or committee, I will not participate in such deliberations. I understand that if appointed, I will
serve at the pleasure of the Board of County Commissioners.

Signature of Applicant
Related qualifications/Les Abend:

- 40+ years of aviation experience- **25,000** Hours total flight time
- 35+ years of **training exposure** in both major airline and regional airline environment
- 28+ years captain qualified
- 22+ years of international flight experience
- 767/757 Check Airman
- Past and present **General Aviation** experience
- Monthly **contributing editor** to **FLYING** magazine- **18 years through present**
- Periodic **CNN.com** contributor and on-air aviation analyst
- **Author:** "Paper Wings." An aviation mystery, whodunit, thriller, suspense novel

Related background:

- Purdue University Aviation graduate- **Distinguished alumni 2017**
- Type ratings: B777, B767, B757, B727, DC-3, **CE-510S**
- Licenses: ATP, CFI, CFI-Glider, FE, Dispatcher, Seaplane
- ALPA trained **NTSB accident investigation**
  - Involved with AA Flight 587 accident
- Critical incident stress management trained (CISM)
  - **Developed training course** for CISM volunteers involved with accident investigation
- Allied Pilots Association Checkmate national committee member- 10 years
  - **Providing guidance for trainees experiencing check ride stress**

**Motivation for Airport Advisory Board Membership**

Would enjoy the opportunity to contribute toward a growing Flagler County asset. Have always found it gratifying to provide input through my various experiences to make a positive difference. It is refreshing to be part of a community that actively supports its airport.
SUBJECT: Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Purchasing Policy.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Pursuant to the provisions of Chapter 274, Florida Statutes, the Board of County Commissioners must declare items as surplus and authorize the disposal of all tangible personal property, owned by the governmental unit, of a non-consumable nature. The last request to declare items as surplus and authorize disposal of items was approved by the Board on March 5, 2018. The attached document lists all items that staff requests to be declared surplus and/or removed from the County’s fixed asset inventory.

FUNDING INFO: Proceeds generated by the sale of surplus property will be deposited into the fund from which the original purchase was funded.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora, (386) 313-4062

RECOMMENDATIONS: Request the Board declare items as surplus, removal from the County’s fixed asset inventory and authorize Purchasing to dispose of surplus property pursuant to the Purchasing policy.

ATTACHMENTS:
1. Surplus and Disposal List

Sally Sherman, Deputy County Administrator

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SUBJECT: Consideration of the Approval of Requisition 16088 and 16102 Totaling $69,010.13

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: The following requisitions have been submitted for approval as they exceed the threshold of County Administrator approval. The purchases are of a routine nature, have been reviewed by the Purchasing Manager and are in conformance with the purchasing policy.

- **Requisition 16088** – This requisition is for the repairs of a 2008 Challenger MT525B Tractor. Ring Power Corporation provided an estimate on January 10, 2019. The quote provided is for $34,198.96 in order to repair a bent frame and replace a cracked rear end housing. The requisition request is rounded up to $40,000 to account for any other damages discovered through the repair process. Funding from the County Transportation Trust Fund (102) reserves will be allocated with Budget Transfer 19-107 for the repair in the amount of $40,000.

- **Requisition 16102** – This requisition is for the repairs to a spare Fire Rescue Braun Med Unit #8704. This spare unit was being operated in place of Rescue 22, which was damaged from a vehicular accident. The repair totaling $29,010.13 for Unit #8704 includes all labor and materials for replacement of the engine. Funds have been encumbered from Fire Rescue's budget in account number 001-3815-522.46-20 to cover the necessary repairs.

FUNDING INFORMATION: Identified above.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062

RECOMMENDATIONS: Request the Board approve requisition 16088 and 16102 totaling $69,010.13.

ATTACHMENTS:
1. Budget Transfer 19-107

Deputy County Administrator, Sally Sherman

Date 1/29/19
## EXPLANATION:
Transfer and appropriate funds for the repair of 2008 Challenger MT525B ref#8363 as outlined in Agenda Item #7 on the February 4, 2019 BOCC meeting.

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Financial Service Director's APPROVAL: [Signature]  DATE: 1-28-19
Administrator's APPROVAL: [Signature]  DATE: 1-29-19
Board Action @ Meeting APPROVAL: [Signature]  DATE POSTED:  [Signature]  cc: [Signature]
SUBJECT: Consideration to Purchase a New RingPower Challenger MT525B Agricultural Tractor with a 30' Boom and 50" Rotary Cutter at a Purchase Price Not to Exceed $185,000.00.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to purchase an agricultural tractor to be used for mowing and maintenance within the County’s right-of-ways. Flagler County Road and Bridge staff are responsible for mowing right-of-ways along most of Flagler County’s maintained roads. Clearing sight lines of vegetation is a critical public safety issue for motorists and pedestrians. Areas with steep slopes, heavily vegetated areas along the backside of ditches/swales, and the bottom of shallow ditches require specialized equipment in order to efficiently and effectively clear.

Staff have been utilizing two (2) long arm reach mowers as part of their regular roadway maintenance activities. These are a 2000 New Holland TS100 and a 2008 Challenger MT525B with 25’ booms. Historically when operators were available and both tractors were operational, both tractors had nearly a 100% utilization rate. Both tractors are in need of repairs and neither are currently operational. The 2000 New Holland Tractor’s transmission is broken and the replacement parts are not available because they are obsolete; moreover, this tractor was scheduled for surplus in 2011 but due to the usage and importance of these tractors, staff elected not to surplus the 2000 New Holland Tractor. This tractor is being surplised as part of the surplus listing included in this agenda.

The proposed new tractor, a RingPower Challenger MT525B Agricultural Tractor, utilizes a 30’ boom providing an additional 5’ feet of reach and thereby a greater ability to access some hard to mow areas. RingPower has offered to loan (at no cost) a long arm reach mower to Flagler County after receipt of a purchase order in order to bridge the period between placing the order and receiving the new tractor.

The proposal has been reviewed by the Purchasing Manager and is in conformance with the purchasing policy. Pricing is in accordance with the Florida Sheriff’s Association Bid# FSA18-VEH16.0 which is effective through September 30, 2019.

FUNDING INFORMATION: Funding from the Constitutional Gas Tax Fund (112) reserves will be allocated with Budget Transfer 19-108 totaling $185,000.00 to account number 112-1450-541.64-10 for the purchase.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062
Public Works Department, Faith Alkhatib, 386-313-4045

RECOMMENDATIONS: Request the Board authorize the County Administrator or designee to execute the contract and budget transfer as approved to form by the County Attorney for the purchase of one (1) RingPower Challenger MT525B Agricultural Tractor with a 30’ Boom and 50’ Rotary Cutter at a Purchase Price Not to Exceed $185,000.00.

ATTACHMENTS:
1. Ring Power Proposal
2. BTR 19-108

Sally Sherman, Deputy County Administrator

01/25/2019 Requested by Engineering Department, Alex Spiller
01/28/2019 Electronically Approved by Purchasing Manager, Kris Collora
01/28/2019 Electronically Approved by Financial Services Director, Lorie Bailey Brown, LS
attachment 1

RING POWER

RING POWER CORPORATION
500 WORLD COMMERCE PARKWAY
ST. AUGUSTINE, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

QUOTE PREPARED FOR:
Flagler County

1/18/2019

(1) NEW CHALLENGER MT525 BOOM MOWER

CONTRACT DETAILS
Florida Sheriff's Association
Bid # FSA18-VEH16.0
Specification # 27, Ag Type Tractor with Boom Mower, and Options
Contract Dates: October 1, 2018 Through September 30, 2019

CONTRACT PRICING

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BASE BID SPECIFICATIONS

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**TOTAL OF SPECIFIED OPTIONS** $7,783

### NON SPECIFIED OPTIONS

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**TOTAL TRANSACTION PRICE** $179,826

**OPTIONAL (not included in transaction price)**

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Best regards,

Shaun Mitchell  
Sales Representative  
Ring Power Corporation
attachment 2

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Financial Service Director's APPROVAL: 
DATE: 1-28-19

Administrator's APPROVAL: 
DATE: 1-29-19

Board Action @ Meeting APPROVAL: 
DATE: 

POSTED BY: 
DATE POSTED: 
cc: 

R:\Budget Transfer\BTR19 - 108
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7g

SUBJECT: Consideration of the Final Ranking of Request for Statement of Qualifications #19-008Q, Professional Services for Rehabilitation of Runway 6-24 at Flagler Executive Airport.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: A Request for Submission of Qualifications (RSQ) was advertised in the Flagler News Tribune as well as publicly broadcast on www.publicpurchase.com. RSQ 19-008Q requested proposals from qualified firms to provide Professional Services for the Rehabilitation of Runway 6-24.

This project will consist of design and bidding services for the rehabilitation of Runway 6-24, a 5,000 ft x 100 ft asphalt runway, all associated grading and stormwater required. The project will also include the design for replacement of the runway lighting and signage system along with associated conduit, cable and counterpoise. Additionally, the project includes the relocation of the airfield electrical vault from the north side of the airfield to a site adjacent to the Air Traffic Control Tower. The vault relocation design will include all required modifications to the airfield lighting circuits.

On January 9, 2019, the County received three (3) responses as detailed on the attached tabulation sheet. One firm, Amherst Consulting, withdrew from presentations due to unforeseen circumstances. Presentations with the two (2) remaining firms took place on January 25, 2019 with a final evaluation committee immediately following. GAI Consultants, Inc. was determined to be the top ranked firm (Attachment 3). The evaluation committee recommends entering into negotiations with GAI Consultants, Inc. to establish a scope of work, schedule and associated fees with the intent to award a contract. If negotiations with the top ranked firm should fail, staff would formally terminate negotiations and begin negotiations with the second ranked firm.

FUNDING INFORMATION: Funding for this project will be appropriated in the FY18-19 Budget in Fund 401. It is anticipated that FDOT will fund 100% of the costs for this project this year.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062
                        Airport, Roy Sieger, (386) 313-4233

RECOMMENDATIONS: Request the Board consider the final ranking of RSQ #19-008Q, Professional Services for Rehabilitation of Runway 6-24 at Flagler Executive Airport and authorize staff to negotiate a contract with the top ranked firm GAI Consultants, Inc. Upon final contract negotiation, authorize the Chair to execute a contract.

ATTACHMENTS:
1. RSQ Tabulation
2. Initial Evaluation Committee Ranking
3. Final Evaluation Committee Ranking

Sally Sherman, Deputy County Administrator

[Signature]

Date

01/25/2019 Electronically Approved by Purchasing Manager, Kris Collora
01/28/2019 Electronically Approved by Financial Services Director, Lorie Bailey Brown (ks)
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
RSQ Tabulation

All proposals accepted by Flagler County are subject to the County’s terms and conditions. Any and all additional terms and conditions submitted by the proposers are rejected and shall have no force and effect. Responses from the proposers listed herein are the only proposals received timely as of the opening date and time. All other proposals submitted in response to this solicitation, if any, are hereby rejected as late.

RSQ NUMBER: 19-008Q
RSQ TITLE: Design of the Rehabilitation of Runway 6-24 at the Flagler County Executive Airport
OPENING DATE/TIME: Monday, January 14, 2019 at 2:00pm

<table>
<thead>
<tr>
<th>Response 2</th>
<th>Response 3</th>
<th>Response 4</th>
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<td>Stone Engineering Group, Inc.</td>
<td>GAI Consultants, Inc.</td>
<td>Amherst Consulting Company, LLC</td>
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<td>7400 Baymeadows Way</td>
<td>385 E Waterfront Dr</td>
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<tr>
<td>Suite 220</td>
<td>Homestead, PA 15120</td>
<td>2300 Maitland Center Pkwy</td>
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<td>Jacksonville, FL 32256</td>
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Open and Tabulated by: Irene Lopez, Procurement Analyst
Kris Collora, Purchasing Manager
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Evaluation Committee Ranking

Request for Statement of Qualifications
19-008Q, Design of the Rehabilitation of Runway 6-24 at the Flagler Executive Airport

Meeting Time, Date, and Location
Monday, January 14, 2019 at 2:00pm
1769 E. Moody Boulevard, Building 2
Third Floor Financial Services Conference Room
Bunnell, Florida 32110

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<th>Firms</th>
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<th>Roy Sierer</th>
<th>Tim Telfer</th>
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Short List

1. GAI Consultants, Inc.
2. Amherst Consulting Company, LLC

Kollora
Kris Collora, CPPB
Purchasing Manager
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Final Evaluation Committee Ranking

Request for Statement of Qualifications
19-008Q, Design of the Rehabilitation of Runway 6-24 at the Flagler Executive Airport

Meeting Time, Date, and Location
Friday, January 25, 2019 at 12:00pm
1769 E. Moody Boulevard, Building 2
Third Floor Financial Services Conference Room
Bunnell, Florida 32110

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Short List

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<td>GAI Consultants, Inc.</td>
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<td>Stone Engineering Group, Inc.</td>
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Kris Collora, CPPB
Purchasing Manager
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7h

SUBJECT: Consideration of Standard Contract #A019FCBCC Older Americans Act, Title III Between Flagler County Board of County Commissioners and Northeast Florida Area Agency on Aging, Inc., d/b/a ElderSource for the Purpose of Providing Support Services, Congregate Meals, Home Delivered Meals, Caregiver Support Services, and Nutrition Services in the amount of $420,332.00.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking consideration of a standard contract with Northeast Florida Area Agency on Aging, Inc., d/b/a ElderSource (Agency) in the amount of $420,332.00. This is an increase of $42,816.42 from last year’s allocation. The Agency is a not-for-profit organization that monitors and oversees various programs that help elders secure needed services in Baker, Clay, Duval, Flagler, Nassau, St. Johns and Volusia counties. The majority of the Agency’s funding is provided on a pass-through basis from the U.S. Department of Health and Human Services and directly from the State of Florida. This is a standard annual contract which provides Older Americans Act, Title III Grant support of the provision of the following services provided by the Social Services Department, Senior Services Division:

<table>
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<td>Title IIB Support Services</td>
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<td>Title IIIC1 Congregate Meals</td>
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<tr>
<td>Title IIIC2 Home Delivered Meals</td>
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<td>Title IIE Caregiver Support Services</td>
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<td>Nutrition Services Incentive Program</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$420,332.00</strong></td>
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Title IIB and Title IIE services are in-home services for direct services of homemaking or personal services to the client (60 years and older) or respite services for the client’s caregiver and other services that will assist older individuals to attain and maintain maximum independence in their home and prevent or delay costlier institutional care.

Congregate Meals and Home Delivered Meals comply with Dietary guidelines for Americans as required by the Secretaries of the Department of Health and Human Services and the Department of Agriculture. Congregate Meals are provided at the George Wickline Center in Flagler Beach and Home Delivered Meals (also known as Meals on Wheels) are delivered by volunteers from the community.

The Nutrition Services Incentive Program (NSIP) is a cash allotment that supplements funding for the congregate and home delivered meals.

The formula used for the allocation of funding is associated with census data. The County will match 10% of the cost of services funded through this contract. The County’s match will be met through County funds and in-kind hours from volunteers at the County’s congregate meal site and drivers with the Meals on Wheels program.

FUNDING INFORMATION: The funds for Fiscal Year 2018-19 expenditures are budgeted in Departments 001-2701 (Senior Services) and 001-2703 (Congregate and Home-Delivered Meals).

DEPT./CONTACT/PHONE #: Joanne Hinkel, Senior Services Program Mgr 586-2324 Ext 3625
RECOMMENDATIONS: Request the Board Approve Standard Contract #A019FCBCC Older Americans Act Between Flagler County Board of County Commissioners and Northeast Florida Area Agency on Aging, Inc., d/b/a ElderSource for $420,332.00 and authorize the Board of County Commissioners Designee, approved as to form by the County Attorney, to execute all necessary documents associated with accepting and implementing said contract, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
1. A019FCBCC Older Americans Act Standard Contract

[Signature]
Sally Sherman, Deputy County Administrator

Date: 1-29-18
ELDERSOURCE
STANDARD CONTRACT
OLDER AMERICANS ACT

THIS CONTRACT is entered into between Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource, hereinafter referred to as "ElderSource" and Flagler County Board of County Commissioners, hereinafter referred to as "Provider", collectively referred to as the "Parties." The term "Provider" for this purpose may designate a Vendor, Subgrantee or Subrecipient. The State of Florida Department of Elder Affairs is hereinafter referred to as the "Department".

WITNESSETH THAT:

WHEREAS, ElderSource has determined that it is in need of certain services as described herein; and
WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Provider of ElderSource.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

   The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract:

   The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant ElderSource handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:

   This contract shall begin at twelve (12:00) A.M., Eastern Standard Time January 1, 2019 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time December 31, 2019.

4. Contract Amount:

   ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $420,332.00, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

   By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), ElderSource may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by ElderSource and the availability of funds.

6. Compliance with Federal Law:

   6.1 If this contract contains federal funds this section shall apply.

      6.1.1 The Provider shall comply with the provisions of 45 Code of Federal Regulations (CFR) 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

      6.1.2 If this contract contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Provider shall report any violations of the above to ElderSource.
6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Provider must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Provider shall not employ an unauthorized alien. ElderSource will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by ElderSource.

6.3 If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Provider must notify ElderSource in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR §170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the Provider during the contract term. Provider shall include in related subcontracts a requirement that Subproviders performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subproviders during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. Compliance with State Law:

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

7.2 If this contract contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.

7.3 The Provider shall comply with the requirements of Section 287.058, F.S. as amended.

7.3.1 The Provider shall perform all tasks contained in Attachment I.

7.3.2 The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the contract manager prior to payment.

7.3.3 The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.
7.3.4 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.3.5 If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

7.3.6 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider’s refusal to comply with this provision will constitute an immediate breach of contract for which ElderSource may unilaterally terminate this contract.

7.4 If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subproviders who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

7.6 The Provider shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 ElderSource may, at its option, terminate the contract if the Provider is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Provider has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

8. **Background Screening:**

The Provider shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit to ElderSource, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should ElderSource have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening may be found at [http://elderaffairs.state.fl.us/doea/backgroundscreening.php](http://elderaffairs.state.fl.us/doea/backgroundscreening.php).

9. **Grievance Procedures:**

The Provider shall develop, implement, and ensure that its Subproviders have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subprovider’s determination(s).

10. **Public Records and Retention:**

10.1 By execution of this contract, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1.1 Keep and maintain public records required by ElderSource to perform the contracted services.

10.1.2 Upon request from ElderSource, provide ElderSource a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to ElderSource.
10.1.4 Upon completion of the contract, the Provider will either transfer, at no cost to ElderSource, all public records in possession of the Provider, or will keep and maintain public records required by ElderSource. If the Provider transfers all public records to ElderSource upon completion of the contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

10.2 ElderSource may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Provider to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ELDERSOURCE AT:

ElderSource
Attn: Nancy Tufts, VP of Planning and Programs
10688 Old St. Augustine Road
Jacksonville, FL 32257

11. Audits, Inspections, Investigations:

11.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by ElderSource under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2 The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to ElderSource.

11.3 Upon demand, at no additional cost to ElderSource, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.

11.4 The Provider shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ElderSource.

11.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Provider’s contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

11.6 The Provider shall provide a Financial and Compliance Audit Attachment to ElderSource as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.

11.7 Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts a requirement that subproviders performing work or providing services pursuant to this contract
agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Provider understands and will comply with this subsection.

12. **Nondiscrimination-Civil Rights Compliance:**

12.1 The Provider shall execute Assurances, as stated in the Assurances-Non-Construction Programs Attachment, that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, Subproviders, Subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

12.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this contract.

12.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subproviders, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that ElderSource may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. **Monitoring by ElderSource:**

The Provider shall permit persons duly authorized by ElderSource to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this contract, and to interview any clients, employees, and Subprovider employees of the Provider to assure ElderSource of the satisfactory performance of the terms and conditions of this contract. Following such review, ElderSource will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by ElderSource’s Contract Manager.

14. **Provision of Services:**

The Provider shall provide services in the manner described in Attachment I.

15. **Coordinated Monitoring with Other Agencies:**

If the Provider receives funding from one or more State of Florida human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to Section 287.0575, F.S. as amended, Florida’s human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans’ Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency’s lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. **Indemnification:**

The Provider shall indemnify, save, defend, and hold harmless ElderSource and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract or performance of the services provided for herein. It is understood and agreed that the
Provider is not required to indemnify ElderSource for claims, demands, actions or causes of action arising solely out of the negligence of ElderSource.

16.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this section 16 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding:

17.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider’s liability and obligations under this contract. The Provider shall ensure that ElderSource has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. ElderSource reserves the right to require additional insurance as specified in this contract.

17.2 Throughout the term of this contract, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Confidentiality of Information:

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

19. Health Insurance Portability and Accountability Act:

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

20. Incident Reporting:

20.1 The Provider shall notify ElderSource immediately but no later than forty-eight (48) hours from the Provider’s awareness or discovery of conditions that may materially affect the Provider or Subproviders ability to perform the services required to be performed under this contract. Such notice shall be made orally to ElderSource’s Contract Manager (by telephone) with an email to immediately follow.

20.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider, Subproviders, and their employees.

21. New Contract(s) Reporting:

The Provider shall notify the ElderSource within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Provider shall complete the Provider’s State Contracts List attached to this contract.

22. Bankruptcy Notification:

During the term of this contract, the Provider shall immediately notify ElderSource if the Provider, its assignees, Subproviders or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to ElderSource: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Middle District of Florida, Jacksonville Division); and (4) the name, address, and telephone number of the bankruptcy attorney.
23. **Sponsorship and Publicity:**

23.1 As required by Section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Provider’s name), ElderSource and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “ElderSource and the State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

23.2 The Provider shall not use the words “ElderSource and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by ElderSource prior to use.

24. **Assignments:**

24.1 The Provider shall not assign the rights and responsibilities under this contract without the prior written approval of ElderSource, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of ElderSource will constitute a material breach of the contract.

24.2 ElderSource is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Provider in the Planning Service Area (PSA), upon giving prior written notice to the Provider. In the event ElderSource approves transfer of the Provider’s obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this contract.

24.3 This contract shall remain binding upon the successors in interest of either the Provider or ElderSource.

25. **Subcontracts:**

25.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its Subproviders. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval ElderSource deems necessary. The Provider further agrees that ElderSource will not be liable to the Subprovider in any way or for any reason. The Provider, at its expense, shall defend ElderSource against any such claims.

25.2 The Provider shall promptly pay any Subproviders upon receipt of payment from ElderSource. Failure to make payments to any Subproviders in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Provider and Subprovider, will result in a penalty as provided by statute.

26. **Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its Subproviders, are independent Providers and are not employees of ElderSource and shall not hold themselves out as employees or agents of ElderSource without specific authorization from ElderSource. It is the further intent and understanding of the Parties that ElderSource does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its Subproviders. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

27. **Payment:**

Payments shall be made to the Provider for all completed and approved deliverables (units of service) as defined in Attachment I. The Contract Manager will have final approval of the Provider’s invoice submitted for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the ElderSource's fiscal department for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
28. **Return of Funds:**

The Provider shall return to ElderSource any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Provider by ElderSource. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from ElderSource. In the event that ElderSource first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after ElderSource notification or Provider discovery.

29. **Data Integrity and Safeguarding Information:**

The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all Subproviders maintain written procedures for computer system backup and recovery. The Providers shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

30. **Computer Use and Social Media Policy:**

The Department has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Providers and Subproviders. Any entity that uses the Department’s computer resource systems must comply with the Department’s policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. This policy is available on the Department’s website at: http://elderaffairs.state.fl.us/doea/financial.php.

31. **Conflict of Interest:**

The Provider shall establish safeguards to prohibit employees, board members, management and Subproviders from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or Subproviders shall participate in the selection, or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Providers or Subprovider’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to Subproviders. The Provider’s board members and management must disclose to ElderSource any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual’s original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Provider’s employees and Subproviders must make the same disclosures described above to the Provider’s board of directors. Compliance with this provision will be monitored.

32. **Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, Supplier, Subproviders, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.
33. **Purchasing:**

33.1 The Providers may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Providers shall be deemed to be substituted for ElderSource insofar as dealings with PRIDE. This clause is not applicable to Subproviders unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

33.2 The Providers may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, F.S.

33.3 The Providers may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this contract, the Providers shall be deemed to be substituted for ElderSource insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org). This clause is not applicable to Subproviders unless otherwise required by law.

33.4 The Providers shall provide a Certified Minority Business Subproviders Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to ElderSource's Fiscal Department and must accompany each invoice submitted to ElderSource. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The CMBE Report is attached to this contract.

34. **Patents, Copyrights, Royalties:**

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to ElderSource to be referred to the Department. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

34.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Provider or one of its Subproviders is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Providers, Subproviders or Assignees of any resulting patented, copyrighted or trademarked work products.

35. **Emergency Preparedness and Continuity of Operations:**

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall submit to ElderSource’s Contract Manager a comprehensive emergency management plan by April 1, 2019. In the event of an emergency, the Provider shall notify ElderSource of emergency provisions.

35.2 In the event a situation results in a cessation of services by a Subprovider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.
36. **Equipment:**

36.1 Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $1,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

36.2 Providers and Subproviders who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to ElderSource upon request. The Provider shall promptly investigate, fully document and notify ElderSource’s Contract Manager of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to ElderSource’s Contract Manager.

36.3 The Provider’s property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:

36.3.1 Property records must be maintained that include a description of the equipment;

36.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

36.3.3 Source of funding for the equipment, including the federal award identification number;

36.3.4 Whether title vests in the Provider or the federal government;

36.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

36.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

36.3.7 Location, use and condition of the equipment and the date the information was reported;

36.3.8 Unit acquisition cost; and

36.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Provider compensates the federal awarding agency for its share.

36.3.10 A physical inventory must be taken and the results reconciled with the property records at least once every two (2) years.

36.3.11 A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

36.3.12 Adequate maintenance procedures must be developed to keep the property in good condition.

36.3.13 If the Provider is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
36.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Provider [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with Subproviders (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.

36.5 The Provider shall not dispose of any equipment or materials provided by ElderSource, or purchased with funds provided through this contract without first obtaining the approval of ElderSource’s Contract Manager. When disposing of property or equipment the Provider must submit a written request for disposition instructions to ElderSource’s Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Provider’s proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

36.6 ElderSource’s Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Provider is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.

36.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of ElderSource. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b U.S.C. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

36.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

36.9 The Provider must adhere to ElderSource's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to ElderSource upon request. The Provider has the responsibility to require any Subproviders to comply with Eldersource's ITR procedures.

37. **PUR 1000 Form:**
The PUR 1000 Form is hereby incorporated by reference and available at:

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. **Use of State Funds to Purchase or Improve Real Property:**
Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
39. **Dispute Resolution:**
   Any dispute concerning performance of the contract shall be decided by ElderSource’s Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

40. **Financial Consequences:**
   If the Provider fails to meet the minimum level of service or performance identified in this contract, ElderSource will impose financial consequences as stated in Attachment I.

41. **No Waiver of Sovereign Immunity:**
   Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. **Venue:**
   If any dispute arises out of this contract, the venue of such legal recourse shall be Duval County, Florida.

43. **Entire Contract:**
   This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. **Force Majeure:**
   The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. **Severability Clause:**
   The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

46. **Condition Precedent to Contract Appropriations:**
   The Parties agree that ElderSource’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

47. **Addition/Deletion:**
   The Parties agree that ElderSource reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida’s best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. **Waiver:**
   The delay or failure by ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource’s right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. **Compliance:**
   The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of ElderSource.

50. **Final Invoice:**
   The Provider shall submit the final invoice for payment to ElderSource no later than thirty (30) days upon the contract ending date unless otherwise specified in Attachment I. If the Provider fails to do so, all right to payment is forfeited and ElderSource may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all required documentation and reports due from the Provider and necessary adjustments thereto have been approved by ElderSource.
51. **Renegotiations of Modifications:**
Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in ElderSource’s operating budget.

52. **Suspension of Work:**
ElderSource may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. ElderSource shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Provider, ElderSource shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

53. **Termination:**

53.1 **Termination for Convenience.** ElderSource, by written notice to the Provider, may terminate this contract in whole or in part when ElderSource determines in its sole discretion that it is in the State’s interest to do so. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

53.2 **Termination for Cause.** ElderSource may terminate this contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. Except for defaults of Subproviders at any tier, the Provider shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a Subprovider at any tier, and if the cause of the default is completely beyond the control of both the Provider and the Subprovider, and without the fault or negligence of either, the Providers shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of ElderSource. The rights and remedies of the Provider in this clause are in addition to any other rights and remedies provided by law or under the contract.

53.3 Upon termination of this contract, the Provider and Subproviders shall, at no cost to ElderSource, transfer all public records in their possession to ElderSource and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

54. **Electronic Records and Signature:**
ElderSource authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida’s Public Records Law, Chapter 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this contract.
54.1 ElderSource’s authorization pursuant to this section does not authorize electronic transactions between the Provider and ElderSource. The Provider is authorized to conduct electronic transactions with ElderSource only upon further written consent by ElderSource.

54.2 Upon request by ElderSource, the Provider shall provide ElderSource with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to ElderSource of any document that was originally in electronic form with an electronic signature must identify the person and the person’s capacity who electronically signed the document on any non-electronic copy of the document.

55. **Contract Manager:**

   ElderSource may substitute any ElderSource employee to serve as the Contract Manager.

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56. **Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

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<td>a.</td>
<td>The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:</td>
<td>Flagler County Board of County Commissioners 1000 Belle Terre Boulevard Palm Coast, FL 32164</td>
</tr>
<tr>
<td>b.</td>
<td>The name of the contact person and street address where financial and administrative records are maintained is:</td>
<td>Joanne Hinkel, Senior Services Program Manager 1000 Belle Terre Boulevard Palm Coast, FL 32164 (386) 586-2324 Ext. 3625</td>
</tr>
<tr>
<td>c.</td>
<td>The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:</td>
<td>Lorie Bailey Brown, Financial Services Director 1000 Belle Terre Boulevard Palm Coast, FL 32164 386 (904) 586-2324</td>
</tr>
<tr>
<td>d.</td>
<td>The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is:</td>
<td>JaLynne Santiago, Fiscal Director 10688 Old St. Augustine Road Jacksonville, FL 32257</td>
</tr>
<tr>
<td>e.</td>
<td>The name, address, and telephone number of the Contract Manager for this contract is:</td>
<td>Vanessa Boyer 10688 Old St. Augustine Road Jacksonville, FL 32257 (904) 391-6631</td>
</tr>
</tbody>
</table>

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.

57. **All Terms and Conditions Included:**

This contract and its Attachments, I – XV including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

**IN WITNESS WHEREOF,** the Parties hereto have caused this sixty-three (63) page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE**

**SIGNED BY:** ____________________________ **SIGNED BY:** ____________________________

**NAME:** Lorie Bailey-Brown **NAME:** LINDA LEVIN

**TITLE:** Financial Services Director **TITLE:** CHIEF EXECUTIVE OFFICER

**DATE:** ____________________________ **DATE:** ____________________________

Federal Tax ID: 59-6000605
Duns: 021-12-1488
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ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

   Area Agency on Aging (AAA)
   Activities of Daily Living (ADL)
   Administration on Aging (AoA)
   Administration on Community Living (ACL)
   Alliance of Information & Referral Systems (AIRS)
   Assessed Priority Consumer List (APCL)
   Adult Protective Services (APS)
   Client Information and Registration Tracking System (CIRTS)
   Chronic Disease Self-Management Education (CDSME)
   Chronic Disease Self-Management Program (CDSMP)
   Dietary Reference Intake (DRI)
   Evidence-Based Disease Prevention and Health Promotion (EBDPHP)
   Florida Department of Business and Professional Regulations (DBPR)
   Florida Department of Elder Affairs (DOEA or Department)
   Florida Department of Health (DOH)
   Information and Referral (I&R)
   Instrumental Activities of Daily Living (IADL)
   National Council on Aging (NCOA)
   Nutrition Services Incentive Program (NSIP)
   Older Americans Act (OAA)
   Planning and Service Area (PSA)
   State of Florida (State)
   Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)
   United States Department of Agriculture (USDA)
   United States Department of Health and Human Services (USDHHS)

2. Program Specific Terms

   Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

   Area Plan: A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the OAA [42 United States Code (U.S.C.) § 3026] and Department instructions.

   Area Plan Update: A revision to the Area Plan wherein the AAA enters OAA specific data in CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.
Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.


Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as CDSMP for the State of Florida.

B. General Description

1. General Statement

The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, 93.052, and 93.053;

b. Older Americans Act of 1965, as amended 2016;

c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);

d. 42 U.S.C. § 303 and § 604;

e. Rule 58A-1, Florida Administrative Code (F.A.C.);

f. Section 430.101, Florida Statutes (F.S.); and

g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Provider is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title III C1, Title III C2, and Title III E Programs and NSIP, within its designated county or geographic area. The program services shall be provided in a manner consistent with the Provider’s Service Provider Application, as updated and hereby incorporated by reference, and the current DOEA Programs and Services Handbook. The Provider shall use the NSIP funding to supplement funding for food used in meals served by OAA Nutrition Program Providers.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals’ quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.
C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas).

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. NSIP

Meals served to an elderly individual, funded in whole or in part under the SMMC LTC, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

c. OAA Title IIIB, Supportive Services

i. Individuals must be age sixty (60) or older; and

ii. I&R/Assistance services are provided to individuals regardless of age.

d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

i. Cannot afford to eat adequately;

ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;

iii. Have limited mobility which may impair their capacity to shop and cook for themselves;

iv. Have a disabling illness or physical condition requiring nutritional support; or

v. Have been screened at a high nutritional risk.

e. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d. above, individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

i. Individuals age sixty (60) or older;

ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;

iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and

v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.
f. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

i. Individuals age sixty (60) or older who are homebound because of illness, disability, or isolation;

ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;

iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and

iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and

v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

g. OAA Title IIIE, Caregiver Support Services

Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:

i. Eligible individuals include:

   (1) Family caregivers of individuals age sixty (60) or older; and

   (2) Grandparents [age fifty-five (55) or older] or older individuals [age fifty-five (55) or older] who are relative caregivers.

ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.

iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Provider shall ensure performance of the following tasks:

1. **Client Eligibility Determination**
   The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. **Targeting and Screening New Clients for Service Delivery**
   The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. **Program Services**
   The Provider shall ensure the provision of program services is consistent with the Provider’s Service Provider Application, as updated and approved by ElderSource, and the current DOEA Programs and Services Handbook.
4. Program Eligibility Requirements
   a. Eligibility Criteria
      To be eligible for program participation, an entity must:
      i. Be an agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
      ii. Partner with a nutrition service provider that serves meals and is under the jurisdiction, control, management, and audit authority of ElderSource and the Department of Elder Affairs.

   a. Provider’s Nutrition Service Operations
      The Provider shall ensure that the nutrition service operations of the provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current DOEA Programs and Services Handbook, USDHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

   c. Prescribed Nutritional Requirements
      The Provider shall ensure that each meal provided under this contract meets the following criteria:
      i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the USDHHS and USDA; and
      ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

   d. Food Origin and Commodities Requirements
      Consistent with existing requirements of the NSIP, the Provider and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subproviders
   If this contract involves the use of a Subproviders or third party, then the Providers shall not delay the implementation of its agreement with the Subproviders. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subproviders, the Providers shall notify the ElderSource Contract Manager and ElderSource’s Chief Financial Officer in writing of such delay. The Provider shall not permit a Subprovider to perform services related to this contract without having a binding Subprovider agreement executed. ElderSource will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts
   The Provider shall submit copies of subcontracts to the ElderSource Contract Manager upon request as part of Annual Provider Monitoring.

2. Monitoring the Performance of Subproviders
   The Provider shall monitor, at least once per year, each of its subproviders, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Provider shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Provider shall monitor its subproviders to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.
C. Staffing Requirements

1. Staffing Levels
   The Provider shall assign its own administrative and support staff as needed to perform the tasks,
   responsibilities, and duties under this contract and ensure that subproviders dedicate adequate staff
   accordingly.

2. Professional Qualifications
   The Providers shall ensure that the staff responsible for performing any duties or functions within this contract
   have the qualifications specified in the DOEA Programs and Services Handbook.

3. Service Times
   The Provider shall ensure the availability of services listed in this contract at times appropriate to meet client
   service needs, including, at a minimum, during normal business hours. Normal business hours are defined as
   Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Deliverables
   The following section provides the specific quantifiable units of deliverables and the source documentation
   required to evidence the completion of the tasks specified in this contract. The Providers must submit all required
   documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable
   must be accepted in writing by the ElderSource Contract Manager based on the requirements for each deliverable
   before the Providers submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients
   The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and
   their caregivers. Documentation of service delivery must include a report consisting of the following: number
   of clients served, number of service units provided by service, and rate per service unit with calculations that
   equal the total invoice amount. The Provider shall ensure the performance and reporting of the following types
   of services, in accordance with the Provider’s Service Provider Application, the current DOEA Programs and
   Services Handbook, and Section II.A.

   a. Supportive Services (IIIB Program)
      Supportive services include a variety of community-based and home-delivered services that support older
      individuals’ quality of life by helping them remain independent and productive. Services include the
      following:

      i. Adult Day Care/Adult Day Health Care;
      ii. Caregiver Training/Support;
      iii. Case Aid/Case Management;
      iv. Chore Services;
      v. Companionship;
      vi. Counseling (Gerontological and Mental Health);
      vii. Education/Training;
      viii. Legal Assistance;
      ix. Material Aid;
      x. Occupational Therapy;
      xi. Outreach;
      xii. Personal Care;
      xiii. Physical Therapy;
      xiv. Shopping Assistance;
      xv. Skilled Nursing;
      xvi. Specialized Medical Equipment, Services, and Supplies;
      xvii. Recreation;
      xviii. Emergency Alert Response;
      xix. Escort;
      xx. Health Support;
      xxi. Home Health Aid;
      xxii. Homemaker;
      xxiii. Housing Improvement;
      xxiv. Information;
      xxv. Intake;
      xxvi. Interpreter/Translating;
      xxvii. Referral/Assistance;
      xxviii. Respite Services;
      xxix. Screening/Assessment;
      xxx. Speech Therapy;
      xxxi. Telephone Reassurance; and
      xxxii. Transportation.
a. **Congregate Nutrition Services (IIIC1 Program)**

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

i. Congregate meals;

ii. Congregate meals screening;

iii. Nutrition education and nutrition counseling; and

iv. Outreach.

b. **Home Delivered Nutrition Services (IIIC2 Program)**

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

i. Home delivered meals;

ii. Nutrition education and counseling;

iii. Outreach; and

iv. Screening/Assessment.

c. **Caregiver Support Services (IIIE Program)**

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

i. Adult Day Care/Adult Day Health Care;

ii. Caregiver Training/Support;

iii. Counseling (Gerontological and Mental Health);

iv. Education/Training;

v. Financial Risk Reduction (Assessment and Maintenance);

vi. Information;

vii. Intake;

viii. Outreach;

ix. Powerful Tools for Caregivers;

x. Referral/Assistance;

xi. Respite Services;

xii. Screening/Assessment;

xiii. Stress-Busting Program for Family Caregivers; and

xiv. Transportation.

(1) **Caregiver Support Supplemental Services (IIIES Program)**

At least ten percent (10%), but no more than twenty percent (20%), of the total Title IIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

(a) Chore Services;

(b) Housing Improvement;

(c) Legal Assistance;

(d) Material Aid; and

(e) Specialized Medical Equipment, Services and Supplies.
(2) Caregiver Support Grandparent Services (IIIEG Program)

At least five percent (5%), but no more than ten percent (10%), of the total Title IIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:

(a) Caregiver Training/Support;
(b) Child Day Care;
(c) Counseling (Gerontological and Mental Health);
(d) Education/training;
(e) Legal Assistance;
(f) Outreach;
(g) Referral/Assistance;
(h) Screening/Assessment;
(i) Sitter; and
(j) Transportation.

2. Provision of Services

The Provider shall ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook, the Provider’s current Service Provider Application, and the tasks described in Section II.A.

3. Administrative Responsibilities

The Provider shall provide management and oversight of OAA Program operations in accordance with the current DOEA Programs and Services Handbook and the Provider’s current Service Provider Application. Management and oversight of OAA Program Operations include the following:

a. Prepare and provide annual updates to the Service Provider Application.
b. Review routine and special reports submitted by subproviders and vendors.
c. Provide technical assistance to subproviders and vendors to ensure provision of quality services.
d. Monitor and evaluate subproviders and vendors for programmatic and fiscal compliance.
e. Appropriately submit payments to subproviders.
f. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension, or reduction. The Provider shall develop and implement complaint procedures and ensure that subproviders develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOEA Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.
g. Ensure compliance with CIRTS regulations.
h. Monitor performance objective achievements per targets set by ElderSource.
i. Conduct client satisfaction surveys to evaluate and improve service delivery.

E. Reports

The Provider shall respond to additional, routine, or special requests for information and reports required by ElderSource in a timely manner as determined by the ElderSource Contract Manager. The Provider shall establish reporting deadlines and due dates for subproviders that permit the providers to review and validate the data and meet ElderSource’s reporting requirements.

1. OAA Annual Volunteer Activity Report

The Provider shall submit an OAA Annual Volunteer Activity Report to ElderSource, per the report specifications provided in Attachment XVI by January 4, 2020.
2. CIRTS Reports  
   a. Provider shall input OAA-specific and NSIP-specific data into CIRTS. To ensure CIRTS data accuracy, the Provider shall use CIRTS-generated reports which include the following:  
      i. Client Reports;  
      ii. Monitoring Reports;  
      iii. Services Reports;  
      iv. Miscellaneous Reports;  
      v. Fiscal Reports; and  
      vi. Outcome Measurement Reports.  
   b. CIRTS Data Entries  
      The Provider must enter all required data for clients and services in the CIRTS database per the DOEA Programs and Services Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Providers must enter this data into the CIRTS database prior to submitting their Requests for Payment and Receipts and Expenditure Reports to ElderSource. The Provider shall establish deadlines for completing CIRTS data entry to ensure compliance with due dates for the Requests for Payment and Receipts and Expenditure Reports that must be submitted to ElderSource.  
   c. Monthly CIRTS Reports  
      The Provider must run monthly CIRTS reports and verify that client and service data in the CIRTS database is accurate. This report must be submitted with the monthly Request for Payment and Receipts and Expenditure Reports before the Provider’s Request for Payment and Receipts and Expenditure Reports can be approved by ElderSource.  
3. Service Provider Application and All Revisions Thereto  
   The Provider shall submit, for approval by ElderSource, a Service Provider Application, wherein the Provider enters OAA-specific data in CIRTS, as required by ElderSource and the federal funding source.  
4. Annual Service Cost Reports  
   The Provider shall submit Annual Service Cost Reports which reflect actual costs of providing each service by program. Reports are due to ElderSource within 45 days of contract end.  
5. Surplus/Deficit Report  
   The Provider shall submit a Surplus/Deficit Report, in a format provided by ElderSource, to the ElderSource Contract Manager by the 12th of each month. This Surplus/Deficit Report is for all agreements and/or contracts between the Provider and ElderSource and must include the following:  
   a. A list of all programs and their status regarding surplus/deficit;  
   b. The Provider’s detailed plan on how the surplus/deficit spending which exceeds the threshold specified by ElderSource will be resolved;  
6. OAA National Aging Program Information System (NAPIS) Report  
   Data required for the OAA NAPIS Report that is not recorded in CIRTS will be provided to the ElderSource Contract Manager in the format and on the date established by ElderSource.
7. Program Highlight Narratives

The Provider shall submit brief written narratives to ElderSource for publication in the Program Highlight sections of ElderSource’s Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Provider shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to ElderSource.

9. Congregate Meal Site and Food Service Vendor Verification Report

The Provider shall conduct monthly reviews of the county’s congregate meal site information to verify the accuracy of the information on file. Congregate meal site information includes, but may not be limited to, the address of the meal site, meal service time, name of caterer/vendor, and days of meal service. Any changes to congregate meal site information must be submitted to the ElderSource Contract Manager. Any changes to this information that the Provider is made aware of prior to their monthly review shall be communicated to the ElderSource Contract Manager within 48 hours of the change (or in advance as appropriate). A comprehensive annual verification is due by June 1st of each year.

F. Records and Documentation

1. The Provider agrees to make available to ElderSource staff and any party designated by ElderSource all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards. Data must be usable and must be maintained in a format that is readable to ElderSource.

2. CIRTS Data and Maintenance

The Provider shall ensure monthly collection and maintenance of client and service information in CIRTS or any other system designated by ElderSource. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to ElderSource standards.

3. Policies and Procedures for Records and Documentation

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subproviders. These policies and procedures shall be made available to ElderSource upon request.

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Provider shall:

a. Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook, the Provider’s current Service Provider Application, and Section II.A.

b. Timely and accurately submit to ElderSource all documentation and reports described in Attachment I, Section II.E.

c. Timely and accurately, per Attachment X, submit to ElderSource Attachments XI and XII.

d. Develop and document strategies in the Service Provider Application to support the Department’s and ElderSource's standard of performance achievement, including increases in the following:

i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;

ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
iii. Percentage of active clients eating two or more meals per day;
iv. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
v. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
vi. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
vii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.

2. The Provider’s performance of the measures in G.1, above, will be reviewed and documented in ElderSource’s Annual Programmatic Monitoring Reports.

3. Monitoring and Evaluation Methodology

ElderSource will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. ElderSource reserves the right to conduct an on-site visit unannounced by persons duly authorized by ElderSource. ElderSource’s determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with ElderSource in monitoring the progress of completion of the service tasks and deliverables. ElderSource may use, but is not limited to, one or more of the following methods for monitoring:

a. Desk reviews and analytical reviews;
b. Scheduled, unscheduled, and follow-up on-site visits;
c. Client visits;
d. Review of independent auditor’s reports;
e. Review of third-party documents and/or evaluation;
f. Review of progress reports;
g. Review of customer satisfaction surveys;
h. Agreed-upon procedures review by an external auditor or consultant;
i. Limited-scope reviews; and
j. Other procedures as deemed necessary by ElderSource.

4. Performance Definitions

“Work day” shall mean a provider’s staff member’s eight (8) hour work period, unless specifically noted otherwise. “Day” shall mean a calendar day, unless specifically noted otherwise.

H. Provider Responsibilities

1. Provider Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Provider and are tasks for which, by execution of this contract, the Provider agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Provider is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other providers or entities does not alleviate the Provider from any accountability for tasks or services that the Provider is obligated to perform pursuant to this contract.
I. ElderSource Responsibilities

1. ElderSource Obligations

ElderSource may, within its resources, provide technical support and/or assistance to the Provider to assist the Provider in meeting the requirements of this contract. ElderSource support and assistance, or lack thereof, shall not relieve the Provider from full performance of contract requirements.

2. ElderSource Determinations

ElderSource reserves the exclusive right to make certain determinations in the tasks performed by the Provider and the approaches used by the Provider to perform those tasks. The absence of ElderSource setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this contract is a combination of Fixed-Fee/Unit Rate, Cost Reimbursement, and Advance Payments subject to the availability of funds and Provider performance. ElderSource will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with all other terms and conditions of this contract.

B. Unit of Service

1. Fixed Fee/Unit Rate

Provider must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XIV.

2. Fixed Rates for NSIP Program

Payments for NSIP Fixed rate shall not exceed the unit rate of service identified below:

<table>
<thead>
<tr>
<th>Service to be Provided</th>
<th>Unit of Service</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Congregate and Home Delivered Meals</td>
<td>1 unit = 1 meal</td>
<td>$.72</td>
</tr>
</tbody>
</table>

3. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in the Budget Summary (Attachment IX). All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Provider must meet the minimum level of performance stated in the contract to receive payment.

The Provider agrees to distribute funds as detailed in the Area Plan Update and the Budget Summary (Attachment IX). Any change in the total amounts of the funds identified on the Budget Summary form requires a contract amendment.

This contract allows for Modified Spending as noted below:

The Provider may implement Modified Spending for all services, with the exception of the prioritized spending service amounts listed below in Table A. **No changes in rates may be made without a request for an Amendment.**

Table A

<table>
<thead>
<tr>
<th>IIIB Prioritized Services Breakdown</th>
<th>MHSI</th>
<th>HOIM/MATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagler County Board of County Commissioners</td>
<td>$5,802.12</td>
<td>$4,901.06</td>
</tr>
</tbody>
</table>
C. Advance Payments

The Provider may request up to two (2) months of advances at the start of the contract period to cover program administration and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to ElderSource by the Department by the State of Florida (budget release). The Provider’s requests for advance payments require the written approval of the ElderSource Contract Manager. The Provider shall provide the ElderSource Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. Documentation should reflect the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider’s financial need for the advance. If sufficient budget is available, and the ElderSource’s Contract Manager, in his or her sole discretion, has determined that there is a justified need for an advance, ElderSource will issue approved advance payments after January 1st of the contract year. Advance payments will not be issued for NSIP.

1. All advance payments made to the Provider shall be reimbursed to ElderSource as follows: one–tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 3, in accordance with the Invoice Schedule (Attachment X).

2. Interest earned on advances must be identified separately by source of funds (state or federal). Providers shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR § 75.305. Earned interest must be returned to ElderSource at the end of each quarter of the contract period.

D. Invoice Instructions

Payment shall be made upon the Provider’s presentation of an invoice subsequent to the acceptance by ElderSource of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Provider shall be as follows:

1. The monthly invoice shall include the units of services established in ElderSource’s Department-approved Area Plan, per the requirements in the DOEA Programs and Services Handbook, at the rates established in Attachment XIV, Service Rate Report. Documentation of service delivery shall include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit, with calculations that equal the total invoice amount. Any change to approved budget subsequent to the execution of the contract, must be submitted to the Contract Manager for approval. Any change to the total contract amount requires a formal amendment.

2. The Provider shall submit expenditure reports that support the requests for payment to ElderSource. Requests for Payment (Attachment XI), Receipt and Expenditure Reports (Attachment XII), and Cost Reimbursement Summaries (Attachment XIII).

3. The Provider shall include with its fixed fee/unit rate portion of the invoice, the units of services provided based on rates established in Attachment XIV, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks, and clearly state the provider name, the report month, and the invoice number.

4. All Requests for Payment shall be based on the submission of actual monthly Receipts and Expenditure Reports beginning with the first month of the contract. The schedule for submission of advanced payment requests (when available) and invoices can be found in the Invoice Schedule (Attachment X).

5. The Certified Minority Business Subprovider Expenditures Report (Attachment VIII) is considered a deliverable and must be completed in its entirety and submitted with each invoice.

E. Payment Withholding

Any payment due by ElderSource under the terms of this contract may be withheld pending receipt and approval by ElderSource of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved.

F. Corrective Action Plan

1. Provider shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.

2. If at any time the Provider is notified by the ElderSource Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.D., the Provider will have ten (10) days to submit a Corrective Action Plan (CAP) to the ElderSource Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the ElderSource Contract Manager. ElderSource shall assess a financial consequence for non-compliance on the Provider as referenced in Section III.G. for each deficiency identified in the CAP which is not corrected pursuant to the CAP. ElderSource will also assess a financial consequence for failure to timely submit a CAP to ElderSource.

3. If the Provider fails to correct an identified deficiency within the ElderSource-approved period specified in the CAP, ElderSource shall deduct the percentage established in Section III.G. from the payment for the invoice of the following month.

4. If the Provider fails to timely submit a CAP to ElderSource, ElderSource shall deduct the percentage established in Section III.G. for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

G. Financial Consequences

ElderSource will withhold or reduce payment if the Provider fails to perform the deliverables to the satisfaction of ElderSource according to the requirements referenced in Section II.D. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II.D.:

1. Delivery of services to eligible clients as referenced in Section II.A.2. and Section II.D.1. of this contract. Failure to comply with established assessment and prioritization criteria, as evidenced by CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following ElderSource’s notification to the Provider that the identified deficiency was not cured or satisfactorily addressed in accordance with the ElderSource-approved CAP.

2. Services and units of services as referenced in Section II.D.2. of this contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Section II.A, Attachment IX, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following ElderSource’s notification to the Provider that the identified deficiency is not cured or satisfactorily addressed in accordance with the ElderSource-approved CAP.

3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following ElderSource’s notification to the Provider that the identified deficiency was not cured or satisfactorily addressed in accordance with the ElderSource-approved CAP.

4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the ElderSource Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin with the subsequent invoice received from the Provider and shall be prorated for each day the CAP was late following the due date specified by ElderSource and shall remain in effect until the providers complies with the submission requirement.

5. Exceptions may be granted solely, in writing, by the ElderSource Contract Manager.
IV. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the ElderSource Contract Manager in writing no later than December 20, 2019; email requests are considered acceptable.

B. Provider’s Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

The Provider shall match at least ten (10) percent of the cost for services funded through this contract. The Provider's match will be made in the form of cash and/or in-kind resources. The Provider shall report match by title each month. At the end of the contract period, the Provider must properly match OAA funds that require a match. The NSIP portion of this contract does not require a match.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

   a. The Provider assures compliance with Section 315 of the OAA, as amended in 2006, regarding consumer contributions;

   b. Voluntary contributions are not to be used for cost sharing or matching;

   c. Voluntary contributions are to be used only to expand services; and

   d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Provider is expected to spend all federal, state, and other funds provided by ElderSource for the purpose specified in this contract. For each program managed by the Providers, the Provider must manage the service dollars in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period. If ElderSource determines that the Provider is not spending service funds accordingly, ElderSource may transfer funds to other Providers during the contract period and/or adjust subsequent funding allocations as allowable under state and federal law.

4. Title III Funds

The Provider assures compliance with Section 306 of the OAA, as amended in 2006, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

C. Remedies for Nonconforming Services

1. The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

2. If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider’s signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. ElderSource requires immediate notice of any significant and/or systemic infractions that compromise the quality, security, or continuity of services to clients.
D. Incident Reporting

The Provider shall notify ElderSource immediately but no later than forty-eight (48) hours from the Providers awareness or discovery of changes that may materially affect the Providers or any subprovider’s ability to perform the services required to be performed under this contract. Such notice shall be made orally to the ElderSource Contract Manager (by telephone) with an email to immediately follow, including the Provider’s plan for provision of services required by contract. This plan must detail the Provider’s anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following submission of the plan, the Provider is expected to provide ElderSource updates in a frequency determined by ElderSource as appropriate until the incident is resolved.

E. Volunteers

The Provider shall ensure the use of trained volunteers in providing direct care services delivered to older individuals and those individuals with disabilities needing such services. If possible, the provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service).

F. Enforcement

1. ElderSource may rescind designation of an OAA-funded local service provider or take intermediate measures against the Provider, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by ElderSource, placement on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if ElderSource finds that any of the following have occurred:
   a. An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
   b. The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
   c. The Provider has committed multiple or repeated violations of legal and regulatory requirements or ElderSource standards.
   d. The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.
   e. The Provider has exceeded its authority or otherwise failed to adhere to the terms of this contract with ElderSource or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the ElderSource.
   f. The Provider has failed to properly determine client eligibility as defined by ElderSource or efficiently manage program budgets.
   g. The Provider has failed to implement and maintain a ElderSource-approved client grievance resolution procedure.

2. In making any determination under this provision ElderSource may rely upon findings of a state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Duval County, Florida. In the event ElderSource initiates action to rescind an OAA-funded local service provider designation, ElderSource shall follow the procedures set forth in 42 U.S.C. §3025(b).

G. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Provider or any subproviders and referred to a governmental or investigatory agency must be sent to ElderSource. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney’s office, or governmental agency, the Provider shall notify ElderSource immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Provider or subproviders, must be sent to ElderSource with a summary of the investigation and allegations.
ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by ElderSource to the Provider may be subject to audits and/or monitoring by ElderSource, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by ElderSource staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this contract, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by ElderSource. In the event ElderSource determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by ElderSource to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Provider expends $750,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through ElderSource by this contract. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from ElderSource. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Provider expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Provider expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Provider’s fiscal year end.
PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Provider, the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through ElderSource by this contract. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from ElderSource, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Provider expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider’s fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider’s fiscal year end. Notwithstanding the applicability of this portion, ElderSource retains all rights and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Provider directly to each of the following:

ElderSource at the following address:

ElderSource
Attn: JaLynne Santiago, CFO
10688 Old St. Augustine Road
Jacksonville, FL 32257

For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR §200.36 at the following address:
For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Provider shall submit a copy of any management letter issued by the auditor, to ElderSource at the following address:

**ElderSource**  
Attn: JaLynne Santiago, CFO  
10688 Old St. Augustine Road  
Jacksonville, FL 32257

Additionally, copies of financial reporting packages required by this contract’s Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Provider directly to each of the following:

ElderSource at the following address:

**ElderSource**  
Attn: JaLynne Santiago, CFO  
10688 Old St. Augustine Road  
Jacksonville, FL 32257

Any reports, management letter, or other information required to be submitted to ElderSource pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to ElderSource for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

**PART IV: RECORD RETENTION**  
The Provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow ElderSource or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to ElderSource or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.
ATTACHMENT II-EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Provider has been determined to be:

_____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
X   Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

Exempt organization not subject to 2 C FR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Provider is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
   2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*
   2 CFR §200.201 – Administrative Requirements**
   2 CFR §200 Subpart F – Audit Requirements
   Reference Guide for State Expenditures
   Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
   2 CFR §200.400 - §200.411 – Cost Principles*
   2 CFR §200.100 – Administrative Requirements
   2 CFR §200 Subpart F – Audit Requirements
   Reference Guide for State Expenditures
   Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
   2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
   2 CFR §200.100 – Administrative Requirements
   2 CFR §200 Subpart F – Audit Requirements
   Reference Guide for State Expenditures
   Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

**STATE FINANCIAL ASSISTANCE.** Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Sections 215.97 & 215.971, F.S.
- Chapter 69I-5, F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations
ATTACHMENT II-EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBPROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

<table>
<thead>
<tr>
<th>GRANT AWARD (FAIN#): 1901FLOASS-00, 1901FLOACM-00, 1901FLOAHD-00, 1901FLOANS-00, 1901FLOAPH-00.</th>
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<tbody>
<tr>
<td>DUNS NUMBER: 198228392</td>
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<tr>
<td>PROGRAM TITLE</td>
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<tr>
<td>------------------------------------</td>
</tr>
<tr>
<td>Older Americans Act</td>
</tr>
<tr>
<td>Title III B – Support Services</td>
</tr>
<tr>
<td>Older Americans Act</td>
</tr>
<tr>
<td>Title III C1 – Congregate Meals</td>
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<td>Older Americans Act</td>
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<tr>
<td>Title III C2 – Home Delivered Meals</td>
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<td>Older Americans Act</td>
</tr>
<tr>
<td>Title III E – Caregiver Support Services</td>
</tr>
<tr>
<td>Older Americans Act</td>
</tr>
<tr>
<td>Nutrition Services Incentive Program (NSIP)</td>
</tr>
<tr>
<td>TOTAL FEDERAL AWARD</td>
</tr>
</tbody>
</table>

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
ATTACHMENT III
CERTIFICATIONS AND ASSURANCES

ElderSource will not award this Contract unless Provider completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Provider provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Provider certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Provider certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in
connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from ElderSource.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

7. Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider’s operation of the WIA Title I – financially assisted program or
activity, and to all contracts Provider makes to carry out the WIA Title I – financially assisted program or activity. Provider understands that ElderSource and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Provider understands and agrees that it is required to inform ElderSource immediately upon any change of circumstances regarding this status.


As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and Providers shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Provider hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If this Contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Provider hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Provider understands that pursuant to section 287.135, F.S., the submission of a false certification may result in ElderSource terminating this contract and the submission of a false certification may subject Provider to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Provider is unable to certify any of the statements in this certification, Provider shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Provider and any Subproviders of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Provider, Subproviders, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Provider and any Subproviders of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with ElderSource, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subproviders performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subprovider during the entire contract term.

The Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subproviders shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Provider agrees to make available to ElderSource staff and/or any party designated by ElderSource any and all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections 10.1 and 10.2 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and ElderSource is named in the civil action, Provider agrees to indemnify and hold harmless ElderSource for any costs incurred by ElderSource and any attorneys’ fees assessed or awarded against ElderSource from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (ElderSource)
are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does not provide for institutional memberships.

Provider’s signature below attests that records pertaining to the dues or membership application by ElderSource are available for inspection if applicable, as stated above.

By execution of this contract, Provider must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Provider certifies that the representations outlined in parts A through J above are true and correct.

<table>
<thead>
<tr>
<th>1000 Belle Terre Blvd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature and Title of Authorized Representative</td>
</tr>
<tr>
<td>Flagler County Board of County Commissioners</td>
</tr>
<tr>
<td>Provider</td>
</tr>
</tbody>
</table>
ATTACHMENT IV ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

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8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagler County Board of County Commissioners</td>
<td>Financial Services Director</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>APPLICANT ORGANIZATION</th>
<th>DATE SUBMITTED</th>
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</thead>
<tbody>
<tr>
<td>Flagler County Board of County Commissioners</td>
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</table>
## ATTACHMENT V
### FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

<table>
<thead>
<tr>
<th>Program/Facility Name</th>
<th>County</th>
<th>AAA/Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Completed By</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Date</td>
<td>Telephone</td>
</tr>
</tbody>
</table>

## PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

---

### For questions 2-5 please indicate the following:

<table>
<thead>
<tr>
<th>Question</th>
<th>Source of Data</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Population of area served</td>
<td>Source of data</td>
<td></td>
</tr>
<tr>
<td>3. Staff currently employed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Clients currently enrolled/registered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Advisory/Governing Board if applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

- [ ] N/A
- [ ] YES
- [ ] NO

7. Compare the staff composition to the population. Is staff representative of the population?

- [ ] N/A
- [ ] YES
- [ ] NO

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability?

- [ ] N/A
- [ ] YES
- [ ] NO

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability?

- [ ] N/A
- [ ] YES
- [ ] NO

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

- [ ] N/A
- [ ] YES
- [ ] NO

11. Is the program/facility accessible to non-English speaking clients?

- [ ] N/A
- [ ] YES
- [ ] NO

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?

- Verbal [ ]
- Written [ ]
- Poster [ ]

---
13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO EXPLAIN.

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? YES NO

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO

17. Has a person been designated to coordinate Section 504 compliance activities? YES NO

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? YES NO

19. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? YES NO

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain. YES NO

DOEA USE ONLY

Reviewed by
Program Office
Date
On-Site
Desk Review
In Compliance: YES NO*
Telephone
Response Due
Response Received

*Notice of Corrective Action Sent

Response Received

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ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for ElderSource Recipients and their Sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability.Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
   a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
   b. Modify policies and practices that do not meet Section 504 requirements.
   c. Take remedial steps to eliminate any discrimination that has been identified.
   d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility’s policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.
## PROVIDER'S STATE CONTRACT LIST

### PROVIDER INFORMATION:

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<th>Phone:</th>
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</thead>
<tbody>
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<td>Email:</td>
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<tr>
<td>FEID:</td>
<td>Contact:</td>
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### CONTRACT INFORMATION:

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<th>End Date</th>
<th>Description of Contract Purpose/Types of Services</th>
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**Total**

**SIGNATURE:** ________________  
**DATE:** ________________  
**TITLE:** ________________
ATTACHMENT VII
BACKGROUND SCREENING

BACKGROUND SCREENING
Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

➤ The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

➤ A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:
As the duly authorized representative of ____________________________

Employer Name
located at ____________________________

Street Address City State ZIP code

I, ____________________________ do hereby affirm under penalty of perjury

Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative ____________________________ Date ____________________________

STATE OF FLORIDA, COUNTY OF ____________________________

Sworn to (or affirmed) and subscribed before me this _____ day of _____________, 20___, by

__________________________ (Name of Representative) who is personally known
to me or produced ____________________________ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public ____________________________

Notary Public

DDEA Form 735, Affidavit of Compliance - Employer, Effective April 2012
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.cfm

Section 435:05(3), F.S.
ATTACHMENT VIII
CERTIFIED MINORITY BUSINESS SUBPROVIDER EXPENDITURES (CMBE FORM)
CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO ELDERSOURCE

PROVIDER NAME: __________________________________________

ELDER SOURCE CONTRACT NUMBER: _________________________

*REPORTING PERIOD-FROM: _______________ TO: _______________
*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO ELDERSOURCE)

ELDERSOURCE CONTRACT MANAGER: _______________________________________

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBPROVIDERS).

CONTACT ELDERSOURCE FOR ANY QUESTIONS, AT 904-391-6621.

<table>
<thead>
<tr>
<th>SUBPROVIDER NAME</th>
<th>SUBPROVIDER'S FEID</th>
<th>CMBE</th>
<th>EXPENDITURES</th>
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ELDERSOURCE USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: EVE HINTON
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.
If unsure if subprovider is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click “search”. Only Certified Minority Business Entities will be displayed.

https://osd.dms.myflorida.com/directories

II. INSTRUCTIONS

(A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR ELDERSOURCE CONTRACT.

(B) ENTER THE ELDERSOURCE CONTRACT NUMBER.

(C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE’S SERVICE PERIOD.

(D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:

1. ENTER CERTIFIED MINORITY BUSINESS NAME.
2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.

(E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO ELDERSOURCE FOR PROCESSING.

(F) ELDERSOURCE WILL FORWARD ALL COMPLETED MBE FORMS TO DOEA
# ATTACHMENT IX

## BUDGET SUMMARY

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<th>Location</th>
<th>Service</th>
<th>Contract Units</th>
<th>Total Rate</th>
<th>Contract Amount</th>
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Provider: 44400, Name: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, Program: OCD1

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Provider: 44400, Name: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, Program: OAC2

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Provider: 44400, Name: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, Program: OA3E

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Provider: 44400, Name: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, Program: OA3EG

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Provider: 44400, Name: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, Program: OA3ES

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Gr Contract Amount | Gr Contract Units | Gr Contract Clients
$420,332.00 | 74,677 | 962
ATTACHMENT X

INVOICE SCHEDULE

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<th>Based On</th>
<th>Submit to ElderSource On This Date</th>
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<td>February 8</td>
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<td>2</td>
<td>February Expenditure Report</td>
<td>March 8</td>
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<tr>
<td>3</td>
<td>March Expenditure Report</td>
<td>April 8</td>
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<td>November Expenditure Report</td>
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<tr>
<td>13</td>
<td>Final Expenditure and Request for Payment</td>
<td>February 5</td>
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Note #1: To request an advance, a letter of justification must be submitted to ElderSource as requested by the Fiscal Department.

Note #2: Report numbers 3 through 12 shall reflect an adjustment of one tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part B, 1 of the report (ATTACHMENT X).

Submission of Expenditure reports may or may not generate a payment request. If any expenditure report reflects funds due back to ElderSource, payment is to accompany the report.
ATTACHMENT XI
EARNING SUMMARY AND PAYMENT REQUESTS
Summary and Payment Request for All OAA Titles Except IID

### Table

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Summary and Payment Request</th>
<th>Assistant (56)</th>
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<td>Assistant (56)</td>
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<td>ATTACHMENT XI</td>
<td>Summary and Payment Request for All OAA Titles Except IID</td>
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#### Table Details

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<th>Summary and Payment Request</th>
<th>Assistant (56)</th>
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<td>ATTACHMENT XI</td>
<td>Summary and Payment Request for All OAA Titles Except IID</td>
<td>Assistant (56)</td>
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## ATTACHMENT XII
### REQUEST FOR REIMBURSEMENT

**Type of Report:**
- Payment Request:
  - Regular
  - XX
  - Final

**This Request Period:**
- January 2019
- Report # 1
- Contract Period: 01/01/2018 to 12/31/2017
- Contract #: PROVIDER CONTRACT #
- PSA #: 4

**Certification:** I hereby certify that to the best of my knowledge the information in this report is accurate and complete and that all outlays reported herein were for purposes set forth in the contract documents.

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Date:</th>
<th>Approved by:</th>
<th>Date:</th>
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### PART A: REIMBURSEMENT COMPUTATION

<table>
<thead>
<tr>
<th>Year To Date</th>
<th>Current Month</th>
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<tr>
<td>CONGREGATE</td>
<td>CONGREGATE</td>
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<tr>
<td>HOME DELIVERED</td>
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1. Number of Meals Served
- 0

2. Line 1 Times $.72 cents per Meal
- $0.00

Year To Date Total Meals: 0
- Current Month Total Meals: 0
- Year To Date Total Reimbursed: $0.00
- Total Reimbursement Requested: $0.00

### PART B: CONTRACT SUMMARY

1. Approved Contract Amount: $0.00
2. Previous Reimbursements Requested: $0.00
3. Contract Balance: $0.00
4. Amount to be Reimbursed - This Report: $0.00
5. Contract Balance: $0.00

**Prior Months Adj**

---

DOEA Form 117nsip revised 11/2/2015
ATTACHMENT XIII

COST REIMBURSEMENT SUMMARY

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<thead>
<tr>
<th>Budget Category</th>
<th>Description</th>
<th>Number of units</th>
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Expenses

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TOTAL EXPENSES $0.00
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<td>Cost Reimbursement</td>
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*As stipulated in contract, these services are provided on a cost reimbursement basis.*
ATTACHMENT XV

OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS

I. Categories & Definitions

Direct Volunteers: Volunteers who have person-to-person contact with clients (e.g. I&R specialists, SHINE counselors, and individuals providing respite and companionship).

Indirect Volunteers: Volunteers who coordinate, manage, or participate in specific services, programs, or activities that assist paid staff in planning, implementing, and evaluating the goals and objectives of an organization (e.g. speaker’s bureau volunteer, data entry, board members, etc.).

Episodic Volunteers: Volunteers who participate in a specific, one-time event for a limited time, regardless of direct or indirect volunteers.

NOTE: A volunteer can only be counted once. Select the category (direct, indirect, or episodic) that best describes the individual volunteer and his/her volunteer work.

Unduplicated direct or indirect volunteers: Number of volunteers who perform service activities.

II. Survey Questions

1. User input: Email address

2. Number of unduplicated direct service volunteers.
3. Number of unduplicated indirect service volunteers.
4. Number of episodic volunteers engaged during the contract year.
5. Total number of direct volunteer hours served.
6. Total number of indirect volunteer hours served.
7. Total number of episodic volunteer hours served.
8. Number of clients served by volunteers.
9. Number of volunteers age 60 or older.
10. Number of volunteers under age 60.

III. Service Categories

Groupings for reporting the number of volunteers providing services during the data collection period (January 1 – December 31). If there are no activities during the year, enter zero.

Adult Day Care: Non-residential facility specializing in providing activities for elderly individuals or individuals with disabilities. Operates ten to twelve (10 – 12) hours per day and provides meals, social or recreational outings, and general supervision.

Advisory Council/Board Membership: Group of experts and leaders in an industry who share knowledge, contacts, and leadership skills to benefit an organization; comprised of people who have no material interests in the organization other than their directorship and who are responsible for a fiduciary role within the organization.

AmeriCorps: Network of national service programs that engage members and community volunteers in intensive service to meet needs in education, public health, and the environment. This service produces volunteers who will provide direct services to clients.

AmeriCorps Vista: VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. This service produces volunteers who will provide direct services to clients.

Clerical/Administration: Complex work tasks performed under direction in support of one or more persons serving in an administrative or professional capacity; completion of routine administrative tasks directly related to the work of supervisor(s).

Companionship Programs: Programs that help elders to help other elders with their daily lives. Tasks may include grocery shopping, household chores, going out to lunch, or simply visiting the elders to keep them company.
Congregate Meals: Meal service in a group setting to individuals who cannot prepare or obtain nutritionally adequate meals themselves. Meals assist individuals to maintain a nutritious diet.

Consumer Education/Counseling: Enhances the capacity of mature consumers to navigate the increasingly complex marketplace. Consumer education programs provide significant benefits, including identification of market information, compliant and consumer redress procedures, and understanding of a technology-based consumer environment.

Disaster Preparation/Recovery: Services provided in coordination with American Red Cross, FEMA, and local task forces in response or in preparation of a disaster.

Education: Community outreach program of an academic institution that offers educational and cultural programs specifically designed to foster and support lifelong learning.

Foster Grandparents: Provides a way for volunteers age 55 and older to stay active by serving children and youth in their communities, through tutoring and mentoring.

Fundraising: Any service directly related to the solicitation of contributions for a committee, program, or organization.

Health Promotion: Programs specifically for older adults in the areas of health education, physical activity, coordinated screening, and mental health.

Home Delivered Meals: Meal service delivered to the homes to individuals who cannot prepare or obtain nutritionally adequate meals for themselves. Meals assist individuals to maintain a nutritious diet.

Homemaker Programs: Programs provide in-home services to elders at-risk of premature placement in a nursing home. Clients must be 60 years of age or older.

Home Repair: Home improvement, remodeling, or handyman work, including small odd jobs, and routine tasks.

Information and Referral: One-to-one services directing elders to appropriate programs and resources based on elders’ needs and specialized knowledge of aging services within the community.

Intergenerational: Activities or programs that increase cooperation, interaction, or exchange between any two or more generations.

Legal Assistance: Legal services to elders age 60 and older that deal with issues such as property taxes, mobile home, and other landlord tenant issues, advance directives, Medicaid eligibility, Social Security denial, and state and local welfare benefit denials.

RSVP: Retired Senior Volunteer Program includes a network for individuals age 55 and older who use their skills and talents in volunteer activities such as home repairs, tutoring and mentoring, and assisting victims of natural disasters.

Recreation: Programs for older adults including health education, physical activity, and coordinated screening for physical and mental health.

RELIEF: Respite for Elders Living in Everyday Families offers respite services to caregivers of frail elders and those with Alzheimer’s disease and related dementia.

Respite: Service that provides a temporary break for a family member from daily caregiving responsibilities.

Senior Companions: Volunteers provide services to elders at risk of institutionalization due to chronic illness, disability, or isolation. Services may include transportation to medical appointments, shopping assistance, meal preparation, companionship, and advocacy, as well as respite for caregivers.

Senior Fraud Abuse Prevention Programs: Safety education and prevention strategies for elder abuse, Medicare fraud and abuse, and identity theft, and programs on home safety.

SHINE: Serving Health Insurance Needs of Elders provides educational materials and free, unbiased insurance counseling to Florida elders, caregivers, and family members.

Special Events: Time-limited events.

Speakers’ Bureau: Service that provides the right professional speaker for every type of event.

Telephone Reassurance: Scheduled telephone calls to check on homebound elders, which may include a friendly visit from law enforcement or volunteers.

Transportation: Service provided for older adults and individuals with disabilities including lift-equipped vehicles for wheelchair transport and medical transportation for appointments, dialysis, and chemotherapy.
SUBJECT: Consideration and Approval of a Joint Participation Agreement Supplemental Amendment Number 1 and the Authorizing Resolution between the Florida Department of Transportation (FDOT) and Flagler County to Assist with the Design of Shoreline Protection within the City of Flagler Beach in the Amount of $821,800.00; FDOT Financial Project No. 429573-1-38-01.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking approval of the Supplemental Amendment Number 1 to the existing FDOT funding agreement. Amendment Number 1 will increase the funding amount by $821,800.00 to assist with the design for shoreline protection within the City of Flagler Beach. At the regularly scheduled meeting on May 16, 2016, as Agenda Item 15, the Board of County Commissioners approved a $1,000,000.00 funding agreement with the Florida Department of Transportation. Flagler County received the Grant Agreement to provide financial support for the design of the Shore Protection Project as presented in the Hurricane and Storm Damage Reduction Feasibility Study completed by the U.S. Army Corps of Engineers (USACE).

Recently, and after Hurricanes Matthew and Irma, the goal to design and complete shore protection improvements beyond the limits of the USACE project, between South 7th Street and South 28th Street in the City of Flagler Beach, was identified. In support of these efforts the FDOT provided the Supplement Amendment Number 1 document. This will revise the original FDOT agreement to extend its duration until May 2020; increase the funding amount by $821,800.00 to a total of $1,821,800.00; and enlarge the design project limits beyond those of the USACE project. These funds will be used to complete the design of shore protection improvements for the Atlantic Ocean shoreline in Flagler County between a point near Osprey Drive in the Town of Beverly Beach to Volusia County, less and except the areas of the USACE project and Gamble Rogers Memorial State Recreation Area.

FUNDING INFORMATION: Funding was not included in the FY18 Approved Budget. The Unanticipated Revenue Resolution will appropriate grant funding into account #111-8406-537.81-14 for Project #090566.

DEPT., CONTACT, PHONE: Public Works Department, Faith Alkhatib, Public Works Director & County Engineer, 313-4045

RECOMMENDATION: Request the Board approve the Supplemental Amendment Number 1, for the additional $821,800.00, to the FDOT Joint Participation Agreement and adopt the Resolution authorizing the Chairman to execute the Agreement and approve the Unanticipated Revenue Resolution and authorize the Board appointed Signature Authority to execute all necessary budget transfers and documents associated with the project budget.

ATTACHMENTS:
1. Authorizing Resolution
2. JPA Supplemental Amendment Number 1
3. Unanticipated Revenue Resolution

Date: 1-29-19

Sally Sherman, Deputy County Administrator
01/15/2019 Electronically Submitted by Assistant Public Works Director & Assistant County Engineer, Richard Gordon
01/28/2019 Electronically Approved by Financial Services Director, Lorie Balley Brown, LS
09/03/2019 Electronically Approved by Department, Public Works Director & County Engineer, Faith Alkhatib
01/29/2019 Electronically Approved by Deputy County Administrator, Sally Sherman
RESOLUTION NO. 2019 - ____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIR TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA) SUPPLEMENTAL AMENDMENT NUMBER 1 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A CERTAIN COUNTY PROJECT (FPN# 429573-1-38-01) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Flagler County desire to facilitate the design of the State Road A1A Shore Protection Project; and

WHEREAS, FDOT has requested Flagler County to execute and deliver to FDOT, the Joint Participation Agreement Supplemental Amendment Number 1 for the aforementioned project, FPN 429573-1-38-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida as follows:

Section 1. The Chair is hereby authorized to make, execute and deliver to the FDOT the Joint Participation Agreement Supplemental Amendment Number 1 for the aforementioned project, FPN 429573-1-38-01.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 4th day of February 2019, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:                             BOARD OF COUNTY COMMISSIONERS
                                     OF FLAGLER COUNTY, FLORIDA

Tom Bexley, Clerk of the
Circuit Court & Comptroller

Donald T. O'Brien, Jr., Chair

APPROVED AS TO FORM:

Al Hadeed, County Attorney
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1
EXECUTION DATE: __________________________

<table>
<thead>
<tr>
<th>Agency: Flagler County</th>
<th>Fund: DDR  Function: 215</th>
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<tr>
<td>Vendor No.: F59600605 028</td>
<td>Amendment Amount: $821,800.00</td>
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<tr>
<td>Contract No: AS212</td>
<td>Revised Contract Total: $1,821,800.00</td>
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<tr>
<td>Financial Management No.: 429573-1-38-01</td>
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<td>FLAIR Obj.: 563000</td>
<td></td>
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<tr>
<td>Org. Code: 55053010541</td>
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The terms of the original Joint Participation Agreement between the State of Florida Department of Transportation and Flagler County for the Project described as “Design of 2.6 miles of State Road A1A Shore Protection Project”, executed on May 25, 2016, are hereby amended as follows:

The Department has authorized modification of the project limits to include design of 3.7 miles of State Road A1A Shore Protection, as further defined in Exhibit “A”, attached hereto. This executed Amendment will serve as notice that the funding for this agreement is increased to $1,821,800.00 as outlined in Exhibit “B”, attached hereto. A revised estimated production schedule, based on said modifications, is attached hereto as Exhibit “C”. Construction funding for the project will be handled under a separate agreement, to be drafted and executed at a future date.

The LOCAL GOVERNMENT understands that design of this phase of the project cannot begin until the additional funds have been encumbered and execution of this Supplemental Amendment by all parties has occurred. Any work performed prior to the additional funds being encumbered and execution of this Supplemental Amendment by all parties, is not subject to reimbursement.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

Exhibit “A”, Scope of Services for Supplemental Amendment Number 1
Exhibit “B”, Method of Compensation for Supplemental Amendment Number 1
Exhibit “C”, Estimated Project Production Schedule for Supplemental Amendment Number 1
Exhibit “D”, Resolution
IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on ________________________, and the DEPARTMENT has executed this Agreement on ________________________.

<table>
<thead>
<tr>
<th>LOCAL GOVERNMENT</th>
<th>STATE OF FLORIDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLAGER COUNTY</td>
<td>DEPARTMENT OF TRANSPORTATION</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Donald T. O’Brien Jr.</td>
<td>Name: Loreen C. Bobo, P.E.</td>
</tr>
<tr>
<td>Title: County Commissioner Chair</td>
<td>Title: Director of Transportation Development</td>
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<tr>
<th>Attest:</th>
<th>Attest:</th>
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| Title: Clerk of the Circuit Court & Comptroller (SEAL) | Title: Executive Secretary |

Legal Review:

<table>
<thead>
<tr>
<th>Local Government Attorney</th>
<th>Department General Counsel</th>
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</thead>
</table>
Exhibit “A”

SCOPE OF SERVICES
FOR SUPPLEMENTAL AMENDMENT NUMBER 1
Financial Management Number: 429573-1-38-01

Design of 3.7 miles of Atlantic Ocean shoreline in Flagler County, Florida between a point near Osprey Drive in the Town of Beverly Beach to the Flagler County/Volusia County Line, less and except the shoreline of Gamble Rogers Memorial State Recreation Area. The U.S. Army Corps of Engineers (USACE) will construct the Federal Hurricane and Storm Damage Reduction Project in Flagler County between 7th Street South and 28th Street South in the City of Flagler Beach, therefore this section will no longer be part of this agreement.

Design tasks consists of data collection, plan development, permitting, final design, and preparation of plans and specifications for the non-Federal dredge-based dune improvement project. A final set of project plans and specifications will be provided to the Department.
Exhibit “B”

METHOD OF COMPENSATION
FOR SUPPLEMENTAL AMENDMENT NUMBER 1
Financial Management Number: 429573-1-38-01

For satisfactory completion of all services detailed in Exhibit “A” (Scope of Work) of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed $1,821,800.00 (One Million, Eight Hundred Twenty-One Thousand, Eight Hundred Dollars and No/100) for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
Exhibit “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE
FOR SUPPLEMENTAL AMENDMENT NUMBER 1
Financial Management Number: 429573-1-38-01

<table>
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<tr>
<th>Event</th>
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<tbody>
<tr>
<td>FDOT Supplemental Amendment executed</td>
<td>February 2019</td>
</tr>
<tr>
<td>Begin Design</td>
<td>February 2019</td>
</tr>
<tr>
<td>Design Complete</td>
<td>January 2020</td>
</tr>
<tr>
<td>Project Closeout (final invoice)</td>
<td>May 2020</td>
</tr>
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</table>
Exhibit “D”

RESOLUTION
FOR SUPPLEMENTAL AMENDMENT NUMBER 1
Financial Management Number: 429573-1-38-01
RESOLUTION NO. 2018–__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE TOURIST DEVELOPMENT BEACH RESTORATION FUND FOR THE FISCAL YEAR 2018-19 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $1,821,800 from the Florida Department of Transportation, and

WHEREAS, Chapter 129 Florida Statutes gives authority for Boards of County Commissioners to amend, by resolution, budgets to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED that Flagler County Board of County Commissioners, in meeting assembled on the 4th day of February, 2019 that the Tourist Development Beach Restoration Fund 111 be amended, as follows:

FUND 111 TOURIST DEVELOPMENT BEACH RESTORATION FUND

FUNDING SOURCES:
111-0000-334.39-03 Tourist Development Design 2.6ML SRA1A $1,821,800

EXPENDITURES:
111-8406-537.81-14 Tourist Development Design 2.6ML SRA1A $1,821,800
Project #090566

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ________________________________
    Donald T. O'Brien Jr., Chair

ATTEST:

______________________________
Tom Bexley, Clerk of Court
And County Comptroller

APPROVED AS TO FORM:

______________________________
Al Hadeed, County Attorney
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7]

SUBJECT: Consideration to Piggyback the St. Johns County Board of County Commissioners Agreement per Request for Qualifications (RFQ) #14-95 for Geographic Information Systems (GIS) and Technology Services with Jones Edmunds and Associates, Inc. with an Estimated Annual Expenditure Not to Exceed $25,000.00.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking authorization to piggyback on the St. Johns County Board of County Commissioners agreement with Jones Edmunds and Associates, Inc. per Request for Qualifications (RFQ) #14-95 for Geographic Information Systems (GIS) and Technology Services. The County system is in need of updating and the agreement will enable the service provider to develop our geographic information systems, technology applications, and databases that will integrate with the current infrastructure. Also, Jones Edmunds and Associates will provide scalable solutions for the County. Services include, but are not limited to:

- Support and development for Esri products and applications including ArcGIS Desktop, ArcGIS Mobile, ArcGIS Server and ArcGIS Online.
- Support and development of Microsoft SQL Server data, reporting and applications.
- Support and development of Azteca Systems Cityworks data and applications.
- Support and development of geodatabase modeling, data design, editing and administration.
- Custom development and integration for database, web, and server data and applications.
- Support and development for mobile technologies and applications.
- Data entry, adjustment and conversion for GIS, CADD, scanning, digitizing and databases.
- Training and staff support for software, data and applications.

On November 4, 2014, the St. Johns County Board of County Commissioners approved the agreement for three years with the option to renew for three (3) additional (1) year terms. St. Johns County is currently in the second renewal period. The prices submitted per RSQ# #14-95 by the Consultant have been determined to be fair and reasonable. The estimated annual expenditures total approximately $25,000.00. The agreement is set to expire in FY 20/21 for a total expenditure of not to exceed $50,000.00.

FUNDING INFORMATION: Funding will be appropriated on each purchase order.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062
Innovation Technology, Jarrod Shupe (386) 313-4281

RECOMMENDATIONS: Request the Board approve the piggyback of St. Johns County Board of County Commissioners Agreement per Request for Qualifications (RFQ) #14-95 for Geographic Information Systems (GIS) and Technology Services with Jones Edmunds and Associates, Inc. and authorize the Chair to execute the Flagler County Cooperative Agreement #19-025PB as approved as to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. Flagler County Cooperative Agreement #19-025PB

Saffy Sherman, Deputy County Administrator

Date 1-29-19

01/17/2019 Electronically Approved by Purchasing Manager, Kris Collora
01/18/2019 Electronically Approved by Innovation Technology Director, Jarrod Shupe
01/25/2019 Electronically Approved by Financial Services Director, Loxia Bailey Brown, L.S.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
COOPERATIVE PURCHASE AGREEMENT #19-025PB TO PIGGYBACK
ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AGREEMENT for GEOGRAPHIC INFORMATION SYSTEMS (GIS) AND
TECHNOLOGY SERVICES per REQUEST FOR QUALIFICATIONS (RFQ) 14-95

This Cooperative Purchase Agreement (hereinafter, the “Agreement”) by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (hereinafter, the “County”), and Jones Edmunds and Associates, Inc., a Florida corporation, whose address 9428 Baymeadows Road, Suite 300, Jacksonville, Florida 32256, (hereinafter, the “Contractor”).

RECITAL

A. The County desires to “piggyback” from the St. Johns County Board of County Commissioners (hereinafter, St. Johns County) Agreement per Request for Qualifications (RFQ) #14-95 for Geographic Information Systems (GIS) and Technology Services. The agreement is hereinafter referred to as “St. Johns County Agreement” and is attached hereto and incorporated herein. The term of the Agreement issued by St. Johns County was from November 4, 2014 to November 3, 2017, with the option to renew the contract for three (3) additional (1) year terms. St. Johns County is currently in the second renewal period. The prices submitted per RSQ# #14-95 by the Contractor have been determined to be fair and reasonable. The RSQ is sometimes referred to herein as the Solicitation Documents and is by this reference incorporated into and made a part of this Agreement. Copy of the award document by St. Johns County is by this reference incorporated into and made part of this Agreement.

B. The Flagler County Board of County Commissioners, on February 4, 2019, approved the Cooperative Purchase Agreement and authorized the Chair to execute an award of contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and the County agree as follows:

TERMS

1. RECITALS: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. TERM: The term of this Agreement is February 4, 2019 through November 3, 2019. This Agreement will automatically renew for the final one (1) year term contingent upon St. Johns County renewal.

3. SCOPE OF WORK:
   A. Contractor agrees to provide the Services/Supplies as specifically described and set forth in the St. Johns County Agreement attached hereto which by this reference is incorporated into and made a part of this Agreement. The provisions of this Agreement shall
control in the event of any conflict between the provisions of the St. Johns County Agreement and this Agreement.

B. Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment “A”.

4. **COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the provisions of the St. Johns County Agreement.

5. **OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of the County. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, at the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

6. **AUDIT AND INSPECTION RIGHTS:**

   A. The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to Contractor under this Agreement, audit or cause to be audited those books and records of Contractor which are related to Contractor’s performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

   B. The County may, at reasonable times during the term hereof, inspect Contractor’s facilities and perform such tests, as the County deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:** Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee,
commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:** Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

   a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
   
   b.) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the County’s Public Records Policy or as otherwise provided by law;
   
   c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
   
   d.) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor’s response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Julie Murphy, Flagler County Public Information Officer
(386) 313-4039; imurphy@flaglercounty.org; or
1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110

9. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of
them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as “Contractor”), unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which the Contractor’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. This section shall survive the termination of this Agreement.

11. **DEFAULT:** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to Contractor while Contractor was in default shall be immediately returned to the County. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

12. **RESOLUTION OF CONTRACT DISPUTES:** Contractor understands and agrees that all disputes between Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Purchasing Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds $50,000.00, the Purchasing Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. Contractor shall not be entitled to seek judicial relief unless: (i) it has first received County Administrator’s written decision, approved by the County Commission if the amount of compensation hereunder exceeds $50,000.00, or (ii) a period of
sixty (60) days has expired, after submitting to the Purchasing Manager a detailed statement of
the dispute, accompanied by all supporting documentation (90 days if County Administrator’s
decision is subject to County Commission approval); or (iii) County has waived compliance with
the procedure set forth in this section by written instruments, signed by the County
Administrator.

13. **TERMINATION RIGHTS:**

A. The County shall have the right to terminate this Agreement, in its sole discretion,
at any time, by giving written notice to Contractor at least thirty (30) business days prior to the
effective date of such termination. In such event, the County shall pay to Contractor compensation
for services rendered and expenses incurred prior to the effective date of
termination. In no event shall the County be liable to Contractor for any additional
compensation, other than that provided herein, or for any consequential or incidental damages.

B. The County shall have the right to terminate this Agreement, with notice to
Contractor, upon the occurrence of an event of default hereunder. In such event, the County
shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to the
County all amounts received while Contractor was in default under this Agreement.

14. **INSURANCE:** Contractor shall, at all times during the term hereof, maintain such
insurance coverage as may be required by the Flagler County Purchasing Policy. The minimum
amounts and types of Insurance required are reflected in Attachment “B”, which is deemed as
being incorporated by reference herein. All such insurance, including renewals, shall be subject
to the approval of the Purchasing Manager for adequacy of protection and evidence of such
coverage shall be furnished to the County on Certificates of Insurance indicating such insurance
to be in force and effect and providing that it will not be canceled during the performance of the
services under this Agreement without thirty (30) calendar days prior written notice to the
County or, alternatively, reconfirmation of the insured status of coverage in accordance with
Attachment B. Completed Certificates of Insurance shall be filed with the County prior to the
performance of services hereunder, provided, however, that Contractor shall at any time upon
request file duplicate copies of the policies of such insurance with the County.

If in the judgment of the Purchasing Manager prevailing conditions warrant additional
liability insurance coverage or coverage which is different in kind, the County reserves the right
to require the provision by Contractor of an amount of coverage different from the amounts or
kind previously required and shall afford written notice of such change in requirements thirty
(30) days prior to the date on which the requirements shall take effect. Should the Contractor
fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the
County’s written notice, this Agreement shall be considered terminated on the date that the
required change in policy coverage would otherwise take effect.
15. **ASSIGNMENT:** This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the County Commission, which may be withheld or conditioned, in the County Commission’s sole discretion.

16. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CONTRACTOR:**  
Jones Edmunds and Associates, Inc.  
9428 Baymeadows Road  
Suite 300  
Jacksonville, Florida 32256

**TO THE COUNTY:**  
Flagler County BOC  
Attn: Purchasing Division  
1769 E. Moody Blvd., Building 3  
Bunnell, Florida 32110

17. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of laws provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.
19. **INDEPENDENT CONTRACTOR:** Contractor has been procured and is being engaged to provide services to the County as an independent contractor, and not as an agent or employee of the County.

20. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

21. **REAFIRMATION OF REPRESENTATIONS:** Contractor hereby reaffirms all of the representations contained in the Solicitation Documents.

22. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

[Signature pages to follow]
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Attest:

Tom Bexley, Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_________________________________
Donald T. O’Brien, Jr., Chair

APPROVED-AS-TO-FORM

Al Hadeed, County Attorney

As authorized for execution by the Board of Flagler County Board of County Commissioners at its February 4, 2019 regular meeting.

[THIS SPACE INTENTIONALLY LEFT BLANK]
ATTEST:  

(Signature)  

(Print Name)  

(Title)  

JONES EDMUNDS AND ASSOCIATES, INC.  

(Signature)  

(Printed Name)  

(Title)  

[THIS SPACE INTENTIONALLY LEFT BLANK]
ATTACHMENT "A"

Agreement between St. Johns County Board of County Commissioners and Jones Edmunds and Associates, Inc.
November 4, 2014

Mr. Ken Vogel  
Jones Edmunds and Associates, Inc.  
9428 Baymeadows Road, Suite 300  
Jacksonville, FL 32256

RE: St. Johns County RFQ 14-95 Geographic Information Systems (GIS) and Technology Services

Dear Mr. Vogel:

Attached please find a fully executed copy of the above referenced Contract and a copy of the Fee Schedule approved by the County. These documents are for your records. Any work under this contract shall be authorized on a Task Order by Task Order basis.

Please feel free to call (904) 209-0156 should you have any questions regarding any of the above.

Sincerely,

*St. Johns County, Purchasing Dept.*

*Sharon L. Haluska*
Contracts Manager

CC: SJC Master File
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*Base rate is actual hourly wage rate, exclusive of fringe, overhead and profit.
**Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, whichever are less.
***Estimated (no staff in these categories as of this date)

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**Approval of Rate Structure:**

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CONTINUING CONTRACT
FOR RFQ 14-95
GEOGRAPHIC INFORMATION SYSTEMS (GIS) AND TECHNOLOGY SERVICES
ST. JOHNS COUNTY, FLORIDA
MASTER CONTRACT 14-MAS-JON-05573

This Contract is made as of the 4th day of November, 2014, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Jones Edmunds & Associates, Inc. [X] a corporation, [ ] a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: 730 NE Waldo Road, Gainesville, FL 32641; Phone (352) 377.5821; Fax (352) 377.3166. In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS
The term CONTRACT DOCUMENTS means and includes the following:
1. RFQ DOCUMENTS AND ALL ADDENDA (EXHIBIT A)
2. CONSULTANT’S RESPONSE TO RFQ AND PROPOSAL (EXHIBIT B)
3. CONTINUING CONTRACT AGREEMENT NUMBER 14-MAS-JON-05573
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. AMENDMENTS
11. CONSULTANT’S RATE SHEET / FEE SCHEDULE (EXHIBIT C)

ARTICLE 2 – SERVICES
a. The CONSULTANT’s responsibility under this Contract is to provide professional and consultation services as set forth in Exhibits A and B in the area of Geographic Information Systems (GIS) and Technology Services for St. Johns County on an as-needed basis for the duration of this Contract (the Services). The scope of such Services shall be detailed and performed in accordance with the provisions of a Task Order issued by the County for each project, and subject to the terms and conditions contained in the Contract Documents. Each Task Order issued under this Contract shall identify a representative of the COUNTY who shall provide direction to CONSULTANT in connection with services performed under the Task Order (the County Representative).

b. The CONSULTANT shall perform the Services under the general direction of the County Representative.

c. For each project, the CONSULTANT shall submit to the County Representative a detailed scope of work, a detailed cost estimate, and a project schedule on the CONSULTANT’s letterhead. If a subcontractor is performing any work related to the Services, then the CONSULTANT shall submit documentation of the subcontractor’s services and fees.

ARTICLE 3 – SCHEDULE - The COUNTY and the CONSULTANT shall mutually approve each project schedule. Upon mutual approval, the project schedule shall be attached to and incorporated into each Task Order.

ARTICLE 4 – COMPENSATION and BILLING/INVOICING
a. The COUNTY shall pay as compensation to the CONSULTANT for services satisfactorily performed, in accordance with the terms, rates and fees provided in each Task Order issued.

b. It is expressly understood that the CONSULTANT’s compensation is based upon the CONSULTANT adhering to performance of the Services detailed in the Contract Documents. As such, the CONSULTANT’s compensation is dependent upon satisfactory performance and delivery of all work product and deliverables noted in the Contract Documents.

c. To the extent that the CONSULTANT is not in violation with any material aspect of this Agreement, and has not received a notice of termination of this Contract from the County, then the CONSULTANT may bill the County in accordance with the payment schedule provided in each issued Task Order.

d. Although there is no billing form or format pre-approved by either the COUNTY, or the CONSULTANT, bills submitted by the CONSULTANT shall reference this Contract, the applicable Task Order number and a detailed
written report of the work completed in connection with the Services. A sample billing form is attached to this Contract as EXHIBIT D. The CONSULTANT is not required to use the sample billing form; however, if a bill from the CONSULTANT does not contain sufficient information to connect it to work performed pursuant to this agreement, the County may return the bill to the CONSULTANT, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill.

e. Bills shall be delivered to the County Representative unless the County Representative directs the CONSULTANT in writing to deliver the bills elsewhere.

f. Upon receipt and verification of the CONSULTANT’s bill, the County shall process the bill, and forward payment to the CONSULTANT within thirty (30) days of verification.

g. In order for both parties to close their books and records, the CONSULTANT shall clearly state “Final Invoice” on the CONSULTANT’s final billing to the COUNTY for any Task Order issued under this Contract, and indicate that all Services under that Task Order have been performed, all charges and costs for the Task Order have been invoiced to St. Johns County, and there is no further work to be performed under the Task Order.

h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from this Contract.

i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and shall be reflected in the first Task Order issued after each anniversary date (12 calendar months) of this Contract. The reference index used to determine the amount of rate adjustment shall be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date. The current index, June 2014 is 238.343.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE - By executing this Contract, the CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation provided in this Contract are accurate, complete, and current as of the Effective Date of this Contract. Such rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, or inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article within one (1) year following the end of this Contract.

ARTICLE 6 – TERMINATION

a. This Agreement may be terminated upon either the COUNTY or the CONSULTANT providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the COUNTY or the CONSULTANT intends to terminate this Contract no less than thirty (30) days from the date of notification and shall provide a date of termination. Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services or expenses that are both authorized under this Contract and that are performed or accrue up to the termination of this Contract.

b. Upon the CONSULTANT’s receipt a Notice of Termination by the COUNTY, except as otherwise directed by the COUNTY, the CONSULTANT shall:

i. Stop work on the date and to the extent specified;

ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

iii. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY; and

iv. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 – PERSONNEL

a. The CONSULTANT represents that it has or that it shall secure, at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

b. All of the Services required hereunder shall be performed by the CONSULTANT or under the CONSULTANT’s supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable State and Local law to perform such Services.

c. Any changes or substitutions in the CONSULTANT’s key personnel, as listed in Exhibit C, must be made known to the COUNTY in accordance with Article 32 of this Contract; and written approval must be granted by the COUNTY before said change or substitution may become effective.

d. The CONSULTANT agrees that all Services shall be performed by skilled and competent personnel in a manner consistent with that degree of care and skill ordinarily used by members of the same profession currently practicing
under similar circumstances.

ARTICLE 8 - SUBCONTRACTING
a. The CONSULTANT shall obtain the COUNTY’s consent prior to engaging any subcontractor to perform work under this Agreement. Such consent shall not be unreasonably withheld. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Services described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

b. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 9 - FEDERAL AND STATE TAX
a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY’s Tax Exemption Number in securing such materials.

b. The CONSULTANT shall be solely responsible for payment of CONSULTANT’s FICA and Social Security benefits with respect to performance under this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS - The CONSULTANT acknowledges that the COUNTY’s obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the COUNTY’s budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

ARTICLE 11 - INSURANCE - The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this section & such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

a. Insurance Requirements: The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.
The CONSULTANT shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The CONSULTANT shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its employees.

b. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein. In such event, the COUNTY shall provide written notice of the required adjustment to the CONTRACTOR as provided in Article 32 of this Contract.

ARTICLE 12 - INDEMNIFICATION - The CONSULTANT shall indemnify & hold harmless the COUNTY, & its officers & employees, from liabilities, damages, losses, & cost, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT & other persons employed or utilized by the CONSULTANT in the performance of this Contract. Said indemnification shall apply to any legal, equitable, or administrative action arising under this agreement, including any alternative dispute resolution proceeding.

ARTICLE 13 - SUCCESSORS AND ASSIGNS - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 14 - REMEDIES - No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney’s fees.

ARTICLE 15 - CONFLICT OF INTEREST - The CONSULTANT represents that it presently has no interest & shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification & the CONSULTANT shall, at his/her option enter into said association, interest or circumstance & it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS - The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT’s control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY’s emissive and commissive
failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT’s subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT’s request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT’s failure to perform was without its fault or negligence, the Contract Schedule and any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY’s right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 17 - ARREARS - The CONSULTANT shall not pledge the COUNTY’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS - The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense shall be kept confidential by the CONSULTANT and shall not be disclosed to any other party, directly or indirectly, without the COUNTY’s prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract or at the COUNTY’s expense shall be and shall remain COUNTY property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 - PUBLIC RECORDS
a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

b. In accordance with Florida law, to the extent that the CONSULTANT’s performance under this Agreement constitutes an act on behalf of the County, the CONSULTANT shall provide access to all public records made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is expressly authorized, and acts on behalf of the County under this Agreement, the CONSULTANT shall:
   (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
   (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
   (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
   (4) meet all requirements for retaining public records, and transfer at the CONSULTANT’s sole cost and expense, all public records in the possession of the CONSULTANT upon termination of this Agreement. The CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
c. Failure by the CONSULTANT to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONSULTANT shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONSULTANT’s possession and shall promptly provide the County a copy of the CONSULTANT’s response to each such request.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP - The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT’s sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT’s relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES – Pursuant to the requirements of Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall be grounds for termination of this Contract. If this Contract is terminated for violation of this Article, the COUNTY may deduct from the CONSULTANT’s compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 22 - ACCESS AND AUDITS - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY’s cost, upon five (5) days written notice.

ARTICLE 23 - NONDISCRIMINATION - The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY & the CONSULTANT agree that the Contract Documents identified in Article 1 of this document set forth the entire agreement between the parties, & that there are no promises or understandings other than those stated herein. This contract shall be in effect for three (3) years from the day of acceptance by the County, & may be extended after negotiations with the CONSULTANT, if approved by the County for three (3) additional one year increments. None of the provisions, terms & conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS - If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE - The CONSULTANT hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY - If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent...
permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATIONS - No Task Orders or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a Change Order or Task Order.

The COUNTY reserves the right to make changes in the Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Services affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Task Order Amendment for changes to a task in progress or a contract change order if the original contract is be changed or amended & the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 29 - ENUMERATION OF CONTRACT DOCUMENTS - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

ARTICLE 30 - FLORIDA LAW - This Contract shall be governed by the laws of the State of Florida. Venue for any legal, equitable, or administrative action arising under this Contract shall lie exclusively in St. Johns County.

ARTICLE 31 – ARBITRATION - The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever. However, nothing shall prevent the COUNTY from engaging in binding arbitration in connection with this Contract if it chooses to do so.

ARTICLE 32 – NOTICE - Except as otherwise provided in this Contract, all notices required in this Contract shall be sent by United States Postal Service, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Bridget Mein, Contracts Coordinator
500 San Sebastian View
St. Augustine, Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641
Attn: Mark Nelson, V.P.

ARTICLE 33 – HEADINGS - The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

ARTICLE 34 – EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS – The failure of either party to insist upon strict performance of any provision set forth in the Contract Documents, or any Task Order issued pursuant to this Contract, shall not be construed as a waiver of such provision on any subsequent occasion.

ARTICLE 35 – TIME - Time is of the essence with respect to this Contract.
IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year last above written.

COUNTY

St. Johns County, Florida
(Typed Name)

By: Dawn Cardenas
Signature

Dawn Cardenas, Purchasing Manager
Printed Name & Title

11/4/14
Date of Execution

CONSULTANT

(By Jones Edmunds & Associates, Inc.

By: Kenneth Vogel
Signature

Kenneth S. Vogel, PE
Senior Vice President
Printed Name & Title

10/3/14
Date of Execution

Legally Sufficient:

By: [Signature]
Assistant County Attorney

Date: 11/4/14

Cheryl Strickland, Clerk of Courts
By: Krista Petch
Deputy Clerk

Date of Execution
ATTACHMENT “B”

INSURANCE REQUIRED – Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Amounts and Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Worker's Compensation Employer's Liability</td>
<td>Statutory requirements at location of work</td>
</tr>
<tr>
<td></td>
<td>$ 100,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$ 500,000 disease, aggregate</td>
</tr>
<tr>
<td></td>
<td>$ 100,000 disease, each employee</td>
</tr>
<tr>
<td>(b) Commercial General Liability</td>
<td>$1,000,000 General Aggregate</td>
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<tr>
<td></td>
<td>$1,000,000 Products-Comp. Ops Agg</td>
</tr>
<tr>
<td></td>
<td>$ 500,000 Each Occurrence</td>
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<td></td>
<td>$ 100,000 Fire Damage</td>
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<td></td>
<td>$ 5,000 Medical Expense</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>(c) Automobile Liability (owned, hired and non-owned) Option of Split Limits:</td>
<td></td>
</tr>
<tr>
<td>(1.) Bodily Injury</td>
<td>$ 500,000 per Person</td>
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<tr>
<td></td>
<td>$1,000,000 per Accident</td>
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<tr>
<td>(2.) Property Damage</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>(d) Professional Liability (when applicable)</td>
<td>$1,000,000 per claim</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 annual aggregate</td>
</tr>
</tbody>
</table>
Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured’s, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, The contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: “Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute.”

The County will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7k

SUBJECT: Consideration of Federal Fiscal Year 2017 Community Development Block Grant (CDBG) Subgrant Agreement #19DB-ON-04-28-01-H04 in the amount of $700,000 between Florida Department of Economic Opportunity and Flagler County Board of County Commissioners.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking Board approval of the FFY 2017 Community Development Block Grant (CDBG) subgrant agreement with the Florida Department of Economic Opportunity awarding funding in the amount of $700,000. The Florida Small Cities CDBG Program, administered by Florida Department of Economic Opportunity (DEO), is a competitive grant program that provides funding to local governments in small urban and rural areas for housing and community development activities. In August 2018, Flagler County applied for the CDBG grant specifically for Housing Rehabilitation. The awarded funds of $700,000 will be used to repair or replace substandard single family homes owned and occupied by low and moderate income (up to 80% of area median income) residents in unincorporated Flagler County.

Funds are on a reimbursement basis. This is a 30-month agreement expiring on June 9, 2021.

FUNDING INFORMATION: The CDBG grant was not included in the Approved FY19 Budget. Funds will be recognized and appropriated through the attached Unanticipated Revenue Resolution.

DEPT./CONTACT/PHONE#: SHIP/Housing Services, Ralston Reodica (386) 313-4037 ext. 5

RECOMMENDATIONS: Request the Board approve the FY 2017 CDBG Subgrant Agreement; Resolution, and Unanticipated Revenue Resolution.

ATTACHMENTS:
1. FFY17 CDBG Subgrant Agreement
2. Resolution
3. Unanticipated Revenue Resolution

Sally Sherman, Deputy County Administrator

1/29/19 Date
State of Florida  
Department of Economic Opportunity  
Federally-Funded  
Subgrant Agreement – FFY 2017 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and Flagler County, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Detail Budget and Deliverables, Attachment B, Project Narrative, and Part 6 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2017 Application for Funding submitted by the Recipient on August 10, 2018.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at Subpart K of 24 C.F.R. (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 CFR part 52); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on December 10, 2018, (the “Effective Date”) and ends on June 9, 2021, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. DEO will also take into consideration the Recipient’s progress and verifiable achievements at DEO’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.
(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO’s determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient’s Chief Elected Official or by a duly-authorized Recipient’s employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;
2. A draft copy of the Modification to the Subgrant Agreement, Form SC-44;
3. If there are changes to the subgrant budget or the number of beneficiaries or accomplishments, a draft copy of the Request to Modify Agreement, Form SC-35, and a copy of Attachment A - Project Detail Budget and Deliverables;
4. If there are budget changes involving non-CDBG funds, a draft copy of Sources and Uses of Funds, Form SC-36;
5. If there are changes to the timeline, accomplishments or the line item budget, draft copies of the Attachment C - Activity Work Plan pages;
6. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment B - Project Narrative;
7. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;
8. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and
9. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

(c) DEO will review the modification request, and if DEO approves the request, at DEO’s sole and absolute discretion, then DEO shall transmit electronically the modification documents to the Recipient. The modification documents must be signed by the Recipient’s Chief Elected Official or by a duly-authorized Recipient’s employee, officer, or board member, as evidenced by a written resolution or similar document. The Recipient shall return three signed original modifications to DEO via regular mail for DEO’s review and signature.

(5) Records.

(a) The Recipient’s performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. “Commingling” of funds is distinguishable from “blending” of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends $750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than $750,000 in Federal funds during the fiscal year.
(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Detail Budget and Deliverables and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient’s performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient’s work sites and make available to DEO immediately upon DEO’s request all Subgrant’s records and documentation, including but not limited to: all Recipient’s consultants’ work products produced in contemplation of this Agreement for Recipient’s Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO’s monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient’s financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party’s negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.
(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.
(12) Dispute Resolution.
Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO’s decision on the petition shall be final, subject to the Recipient’s right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient’s ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.
(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient’s: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient’s obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient’s receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.
(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Ginger Waters, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8410 – Fax: (850) 922-5609
Email: Ginger.Waters@deo.myflorida.com
(c) The name and address of the Local Government Project Contact for this Agreement is:

Ralston Reodica, SHIP Administrator
Flagler County
1769 East Moody Blvd., Building 2
Bunnell, Florida, 32110
Telephone: (386) 313-4037 - Fax: (386) 313-4176
Email: rreodica@flaglercounty.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
(b) This Agreement contains the following attachments:
Attachment A – Project Detail Budget and Deliverables
Attachment B – Project Narrative
Attachment C – Activity Work Plan
Attachment D – Program and Special Conditions
Attachment E – Category Specific Conditions for Housing Rehabilitation
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Requirements
Attachment H – Reports
Attachment I – Warranties and Representations
Attachment J – Audit Requirements
Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed $700,000, subject to the availability of funds. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability (“NFA”) through DEO’s financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO’s grant manager determined at the site visit that any of the Recipient’s procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.
(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO’s Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient’s Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of “Department of Economic Opportunity” and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.
This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of $35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO’s obligation to pay the Agreement award amount.

The Recipient is subject to Florida’s Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient’s governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

Any real property under Recipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient’s ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient’s responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt of content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient’s responsibilities hereunder. The Recipient shall, upon request from DEO’s custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida’s public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.
(d) If, for purposes of this Agreement, the Recipient is a “contractor” as defined in section 119.0701(1)(a), F.S. (“Recipient-contractor”), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient’s possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient’s waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.
(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient’s public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security’s E-Verify system can be found at: https://www.e-verify.gov/

(c) If the Recipient does not have an E-Verify Memorandum of Understanding in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient’s Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570, sections 290.046-290.048, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient’s program income at the end of a program year.
(27) Independent Contractor.

(a) In the Recipient’s performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient’s use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers’ compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(The remainder of this page left blank intentionally.)
State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 19DB-ON-04-28-01-H04
FLAIR Contract Number: H2369

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

Flagler County

By: __________________________ Date: ________________
   (Authorized Signature)

Name: __________________________
Title: __________________________
Federal Tax ID#: 59-6000605
DUNS#: 021121488

Department of Economic Opportunity

By: __________________________ Date: ________________
   (Authorized Signature)

Name: Julie A. Dennis
Title: Director, Division of Community Development

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties
Office of the General Counsel
Department of Economic Opportunity

By: __________________________
Approved Date: ________________
### Attachment A – Project Detail Budget and Deliverables

<table>
<thead>
<tr>
<th>Recipient: Flagler County</th>
<th>Modification Number: N/A</th>
<th>Contract Number: 19DB-ON-04-28-01-H04</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Activity #</th>
<th>Description</th>
<th>Accomplishments</th>
<th>Beneficiaries</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit</td>
<td>Number</td>
<td>VLI</td>
</tr>
<tr>
<td>1.</td>
<td>Project Implementation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21A</td>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Temporary Relocation Assistance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Temporary Relocation</td>
<td>HH</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Housing Rehabilitation</td>
<td>HU</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals:**

- CDBG Amount: $700,000
- Other Funds: $50,000
- Total Funds: $750,000

* Show the sources and amounts of “Other Funds” needed to complete the project below, including local funds, grants from other agencies and program income.

<table>
<thead>
<tr>
<th>Source</th>
<th>Other Funds Counted as Leverage</th>
<th>Other Funds Not Counted as Leverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Project Implementation
The Recipient shall complete eligible project implementation tasks as detailed in Attachment B – Project Narrative.

Total Deliverable 1 cost reimbursement not to exceed: $105,000

### Minimum Level of Service (to submit for request for payment)
The Recipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks.

### Financial Consequences
Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

## Temporary Relocation Assistance
The Recipient shall provide temporary relocation assistance as detailed in Attachment B - Project Narrative.

Total Deliverable 2 cost reimbursement not to exceed: $5,000

### Minimum Level of Service (to submit for request for payment)
The Recipient shall be reimbursed for temporary relocation assistance provided for a minimum of one home as detailed in the Attachment B – Project Narrative; evidenced by invoice(s) noting expense(s).

### Financial Consequences
Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

## Housing Rehabilitation
The Recipient shall complete rehabilitation services to at least the minimum number of number low- to moderate-income homes listed in Attachment B – Project Narrative.

### Task 1: Construction to rehabilitate or demolish/rebuild home(s)
Total Deliverable 3 cost reimbursement not to exceed: $590,000

### Task 2: Rehabilitation Services
Task 1: The Recipient shall be reimbursed upon completion of a minimum of 20 percent of the rehabilitation activities for one home. As evidence of percent completion, the Recipient shall provide completed DEO-approved forms, documenting the percent completion for the home and the associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project.

Task 2: The Recipient shall be reimbursed upon completion of a minimum of one rehabilitation services task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks.

### Financial Consequences
Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Attachment B – Project Narrative

The Recipient will use the $700,000 awarded under the housing rehabilitation category of the FFY 2017 Small Cities Community Development Block Grant Program to assist residents throughout the unincorporated area of the county. Necessary repairs may be provided in the form of renovation or demolition and replacement of existing housing units. At a minimum, 10 housing units whose occupants qualify as low- to moderate-income (LMI) households will be rehabilitated and brought into compliance with the local housing code and the U.S. Department of Housing and Urban Development’s Section 8 requirements. Three of the 10 households served will be persons who qualify as “low-income;” another two of the 10 households served will be occupied by persons who qualify as “very low-income.” Additional LMI housing units may be served if adequate funds remain in the budget after the ten (10) contracted housing units are completed.

Temporary relocation assistance will be provided to residents that are unable to remain in the home during construction, as needed.

The $50,000 in local SHIP funds, committed as leverage, will be expended after the CDBG site visit and before administrative closeout of the CDBG grant. The Recipient participates in the National Flood Insurance Program, and contractors are required to ensure that appropriate elevations are attained on any homes rehabilitated with CDBG funds.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient’s area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,
- Maintained client files,
- Attended meetings of the Recipient’s local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient’s authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
Attachment B – Project Narrative

- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit,
- Submitted requests for funds to DEO,
- Prepared subgrant modification documents, and
- Prepared the Administrative Closeout Report.

Temporary Relocation Assistance Deliverable

Paid temporary relocation expenses for households that are eligible under the Recipient’s Housing Assistance Plan.

Housing Rehabilitation Deliverable

The following items are eligible for reimbursement under Task 2:

- Title searches,
- Property surveys,
- Site-specific environmental review costs,
- Work write-up costs,
- Lead-based paint testing or abatement,
- Asbestos inspection or abatement,
- Termite inspection or treatment,
- Purchase of house plans for a demolition/rebuild,
- Filing fees for deferred payment loans and other required documents,
- Septic tank inspection(s) performed by a licensed septic tank contractor (see Florida Department of Health for list of qualified contractors), and
- Other environmental studies, such as Phase I and/or Phase II.
# Attachment C – Activity Work Plan

<table>
<thead>
<tr>
<th>Start Date (month/year)</th>
<th>End Date (month/year)</th>
<th>Describe Proposed Action to be Completed by the “End Date.”</th>
<th>Estimated Units to be Completed by the “End Date”</th>
<th>Estimated Funds to be Requested by the “End Date”</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/18</td>
<td>4/19</td>
<td>Fulfill requirements of the program and special conditions within the first 90 to 120 days. Begin environmental review. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Report.</td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>4/19</td>
<td>6/19</td>
<td>Complete Environmental Review and obtain release of funds. Advertise for housing participants and contractors. Prepare and submit Section 3 and Quarterly Progress Reports.</td>
<td></td>
<td>$25,000</td>
</tr>
<tr>
<td>7/19</td>
<td>9/19</td>
<td>Rank and approve housing participants. Hold contractor’s meeting to establish pre-qualified contractor’s list. Start site-specific reviews including any lead testing and historic reviews. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports.</td>
<td></td>
<td>$40,000</td>
</tr>
<tr>
<td>10/19</td>
<td>1/20</td>
<td>Continue site-specific reviews and receive release of funds on each proposed housing unit. Cost estimates and specifications completed for each house. Submit Quarterly Progress Report.</td>
<td></td>
<td>$65,000</td>
</tr>
<tr>
<td>2/20</td>
<td>4/20</td>
<td>Advertise for bids and award contracts for first five houses. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports. Take photos before, during and after rehabilitation activities.</td>
<td></td>
<td>$80,000</td>
</tr>
<tr>
<td>5/20</td>
<td>11/20</td>
<td>Construction completed on first five houses. Advertise for bids and award contracts for remaining five houses. Take photos before, during and after rehabilitation activities. Prepare and submit Section 3 and Quarterly Progress Reports.</td>
<td></td>
<td>$95,000</td>
</tr>
<tr>
<td>12/20</td>
<td>6/21</td>
<td>Construction completed on last five houses. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports. Take photos before, during and after rehabilitation activities.</td>
<td></td>
<td>$105,000</td>
</tr>
<tr>
<td>6/21</td>
<td>8/21</td>
<td>Prepare and submit Quarterly Progress Report; and prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Attachment C – Activity Work Plan

<table>
<thead>
<tr>
<th>Recipient:</th>
<th>Flager County</th>
<th>Activity:</th>
<th>08 - Temporary Relocation</th>
<th>Project Budget:</th>
<th>$5,000</th>
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</thead>
<tbody>
<tr>
<td>Contract Number:</td>
<td>19DB-ON-04-28-01-H04</td>
<td>Date Prepared:</td>
<td>December 10, 2018</td>
<td>Modification Number:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Describe Proposed Action to be Completed by the “End Date.”**

**Examples of Actions:** Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.

<table>
<thead>
<tr>
<th>Start Date (month/year)</th>
<th>End Date (month/year)</th>
<th>Estimated Units to be Completed by the “End Date”</th>
<th>Estimated Funds to be Requested by the “End Date”</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/20</td>
<td>6/21</td>
<td>5</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

- Pay relocation costs for up to five households to include moving, storage and rental costs; in accordance with the Recipient's Housing Assistance Plan/Anti-displacement and Relocation Policy.
# Attachment C – Activity Work Plan

<table>
<thead>
<tr>
<th>Start Date (month/year)</th>
<th>End Date (month/year)</th>
<th>Describe Proposed Action to be Completed by the “End Date.”</th>
<th>Estimated Units to be Completed by the “End Date”</th>
<th>Estimated Funds to be Requested by the “End Date”</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/18</td>
<td>8/19</td>
<td>Begin surveys for housing units selected for rehabilitation. Order lead testing, if necessary. Order housing plans.</td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td>9/19</td>
<td>2/20</td>
<td>Complete lead testing and surveys for properties.</td>
<td></td>
<td>$25,000</td>
</tr>
<tr>
<td>2/20</td>
<td>4/20</td>
<td>Advertise for bids and award contracts for first five houses. Begin construction.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/20</td>
<td>11/20</td>
<td>Construction completed on first five houses. Advertise for bids and award contracts for next five housing units.</td>
<td>5 HU</td>
<td>$295,000</td>
</tr>
<tr>
<td>12/20</td>
<td>6/21</td>
<td>Construction completed on remaining five houses.</td>
<td></td>
<td>10 HU</td>
</tr>
<tr>
<td>6/21</td>
<td>8/21</td>
<td>Prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
   a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
      • Request approval for all professional service contracts; and
      • Submit an initial payment request for administrative services, if applicable.
   b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
      • Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
      • Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
   c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
   d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.

Financial Consequences:

Failure to comply with any one of the conditions listed above within 15 business days after the specified due date will result in a financial consequence of $1,000 and $1,000 per month beyond the due date until the requirement is met; and loss of “Readiness to Proceed” points, where applicable, which will impact the overall score of the application. DEO shall deduct the amount of the assessed financial consequence from the disbursement amount due to Recipient. If Recipient has only one (1) instance of failure to comply with this agreement, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within 15 business days of the due date.

A justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 15 calendar days of the due date. Any subgrant agreement for which the Recipient has not completed two or more of the activities listed in a. through d. above shall be rescinded unless DEO agrees that the Recipient has provided adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment A - Project Detail Budget and Deliverables and Attachment C - Activity Work Plan.

3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.

4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
Attachment D – Program and Special Conditions

5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
   a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in a MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
   b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
   c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
   d. Nothing in subparagraphs a., b., or c. above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
   e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
   f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
   g. Any RFP which includes more than one service shall provide the following:
      - Proposals may be submitted for one or more of the services;
      - Qualifications and proposals shall be separately stated for each service; and
      - Separate evaluations shall be done on the proposals for each service.
        If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.

6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.

7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.

8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.

9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.

11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
   a. A copy of the Request for Proposals (RFP);
   b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
   c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
   d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
   e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
   f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
   g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
   h. A copy of a cost analysis for all procurements of engineering services;
   i. A copy of the minutes from the commission/council meeting approving contract award;
   j. A copy of the proposed contract;
   k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;
   l. If a protest was filed, a copy of the protest and documentation of resolution;
   m. The Recipient shall request DEO’s approval of a single source procurement if only one firm was considered and the contract exceeds $35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO’s approval; and
   n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines. The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed $5,000, and for Economic Development Grants, not to exceed $8,000, the Recipient shall complete the following:
   a. Submit for DEO’s approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond $5,000 ($8,000 for Economic Development).
b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. The Recipient shall not commit funds or begin construction before DEO has issued the “Authority to Use Grant Funds.”

13. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.

14. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the “URA”), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

15. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than $15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed $35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:

a. A copy of the bid advertisement, including an affidavit of publication;

b. Documentation of the Recipient’s efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;

c. A copy of the bid tabulation sheet;

d. A copy of the engineer’s recommendation to award;

e. A letter requesting sole source approval, if applicable;

f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;

g. Completed copies of the following forms for all prime contractors and subcontractors:
   - Form SC-51 – Bidding Information and Contractor Eligibility;
   - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
Attachment D – Program and Special Conditions

- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

17. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.

18. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:

a. Notice to Proceed;
b. The contractor’s performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
c. The contractor’s payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.

19. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).

20. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient’s submission of the administrative closeout package for this Agreement, except for the following costs:

- Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
- The CDBG portion of the cost of post-administrative closeout audits.

21. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
Attachment D – Program and Special Conditions

22. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).


24. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
   a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
   b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

25. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient’s request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

26. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(b) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.

27. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.

28. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.

29. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
Attachment E – Category Specific Conditions Housing Rehabilitation

30. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. Within 90 days following the award of this Agreement the Recipient must adopt a policy which complies with the requirements of Section 906 of Public Law 101-625 and Section 104 of the Housing and Community Development Act of 1974, as amended. The law and act require subrecipients of federal funds to adopt and enforce policies that:
   a. prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
   b. commits to enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

2. Within 90 days following the award of this Agreement the Recipient must update its Affirmative Action Plan to include a requirement for the Recipient to utilize its Minority and Women Business Enterprise (M/WBE) list for soliciting contractors and to include a requirement for the Recipient’s prime contractors to use the Recipient’s M/WBE list to solicit subcontractors and provided to the Department.

3. Within 90 days following the award of this Agreement the Recipient must update its Equal Employment Opportunity (EEO) Policy to include all protected classes, including genetics. This policy may be included in the Affirmative Action Plan and provided to the Department.

4. Within 90 days following the award of this Agreement the Recipient must update its CDBG Procurement Policy to comply with 2 Code of Federal Regulations (CFR) 200.317-200.326, which has superseded 24 CFR 85.36 and provided to the Department.

5. Within 90 days following the award of this Agreement the Recipient must adopt a Citizen Participation Plan that meets the requirements of Section 104(a)(3) of Title I of the Housing and Community Act of 1974 and 73C-23.0041(3), Florida Administrative Code (FAC).

6. Within 90 days following the award of this Agreement the Recipient must adopt a Citizen Complaint Policy that requires written responses to written complaints and grievances within 15 days of receipt. The policy may be part of the Citizen Participation Plan in some local governments.

7. Prior to the drawdown of Federal funds and within 90 days of award of the subgrant agreement, the Recipient must adopt a Section 504/ADA Policy and Transition Plan which is compliant with program requirements and submit it to DEO.

8. Within 90 days following the award of this Agreement the Recipient must update its Housing Assistance Plan to reflect the following:
   a. Delete all references to the former Department of Community Affairs (DCA) and replaced with references to the Department of Economic Opportunity (DEO);
   b. Establish what types of insurance (fire, casualty, flood) will be required, at what points in time the insurance must be in place and for how long after administrative closeout it must be maintained in force;
   c. A statement indicating that the required documentation for each housing unit, will be completed prior to the submission of the administrative closeout and shall accompany the administrative closeout when submitted to the DEO.
Attachment E – Category Specific Conditions Housing Rehabilitation

1. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National Objective” of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG funds received for the activity must be repaid.

2. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.

3. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.

4. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.

5. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.

6. Rehabilitation of all housing units funded in part or in full with CDBG funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.

7. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.

8. When CDBG funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
   a. Future development of the property acquired shall be prohibited, unless the use does not increase the property’s impervious surface;
   b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
   c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
   d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.e., above; and
   e. All structures on the property shall be demolished or relocated out of the floodplain.
Attachment E – Category Specific Conditions Housing Rehabilitation

9. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487 and 24 C.F.R. 35, Subparts B, J, and R, as incorporated in Rule 73C-23.0030, F.A.C. A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home’s site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:
   a. Prohibit the use of lead-based paint;
   b. Notify potential beneficiaries of the hazards of lead-based paint;
   c. inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
   d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
   e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
   f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.

10. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 CFR Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home’s site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
   a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
   b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
   c. Removal of asbestos by a licensed asbestos contractor.

11. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.

12. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.

13. To document completion of construction, each housing unit case file shall contain the following information:
   a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
   b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government’s housing rehabilitation specialist;
   c. A copy of the contractor’s license;
Attachment E – Category Specific Conditions Housing Rehabilitation

d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and

e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.

14. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:

a. Name of each head of household and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;

b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;

c. The number of occupants in the household, categorized by gender; and

d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,
2) African American,
3) Asian,
4) American Indian or Alaskan Native,
5) Native Hawaiian/Pacific Islander,
6) American Indian or Alaskan Native and White
7) Asian and White,
8) African American and White,
9) American Indian/Alaskan Native and African American, or
10) Other Multi-Racial; and
11) If the head of household is Hispanic
Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200[] and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpdb-notices);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);

2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;

3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;

4) Establish a system to record the following for each fair housing call:
   a) The nature of the call,
   b) The actions taken in response to the call,
   c) The results of the actions taken, and
   d) If the caller was referred to another agency, the results obtained by the referral agency;

5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and

6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.
Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;

2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;

3. Publish the EEO Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website; and

4. Establish a system to record the following for each EEO call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3. Publish the Section 504/ADA Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity’s size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors’ offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-funded contracts of $100,000 or more.
Attachment G – Civil Rights Requirements

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD’s regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L. 112-239, “National Defense Authorization Act for Fiscal Year 2013” and permanently extended through the enactment of Pub. L. 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.
Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and

I hereby certify that Flagler County shall comply with all the provisions and Federal regulations listed in this attachment.

By: _______________________________ Date: _______________________________

Name: _______________________________

Title: Chairman
Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A Quarterly Progress Report, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.

2. A Contract and Subcontract Activity form, Form HUD-2516, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO’s SERA reporting system at https://deosera.my.salesforce.com/. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate “no activity”.

3. The Administrative Closeout Report, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than $10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

   a. Certification that all construction has been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
   b. Documentation of any leverage expended after the last on-site monitoring visit;
   c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
   d. Documentation that all citizen complaints related to the project have been resolved;
   e. A list of the homes receiving direct benefit, if applicable; and,
   f. Certification that each housing unit assisted was located within the Recipient’s jurisdictional boundaries for Housing Rehabilitation subgrants.
   g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
   h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient’s fiscal year. If the Recipient did not meet the audit threshold, an Audit Certification Memo, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient’s fiscal year.
Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO’s SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than $5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively “reimbursements”), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

**Financial Consequences:** The Recipient’s failure to submit any report or required supporting documentation as specified under “Reports” by its due date will result in the assessment by DEO of a financial consequence in the amount of $200 after the specified due date and $200 per month beyond the due date for each deliverable until it is received. DEO shall deduct the amount of the assessed financial consequence from the disbursement amount due to the Recipient. If the Recipient has only one (1) instance of failure to timely submit a report or required supporting documentation, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within 15 business days of the due date.
Attachment I – Warranties and Representations

Financial Management

The Recipient’s financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient’s financial management system shall include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. “Reasonable” shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.
Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends $750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Recipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend $750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

https://harvester.census.gov/facweb/Resources.aspx
Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:

   A. Department of Economic Opportunity Financial Monitoring and Accountability (FMA)
      The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

   B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/
Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. DEO at the following address:

   Electronic copies: Audit@deo.myflorida.com

B. The Auditor General’s Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, FL 32399-1450

   Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.
Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

**Federal Awarding Agency:** U.S. Department of Housing and Urban Development

**Federal Funds Obligated to Recipient:** $700,000

**Catalog of Federal Domestic Assistance Title:** Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii

**Catalog of Federal Domestic Assistance Number:** 14.228

**Project Description:** Funding is being provided to rehabilitate or replace substandard housing for very low-, low- and moderate-income residents.

*This is not a research and development award.*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. The Recipient shall perform its obligations in accordance with sections 290.0401 - 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** N/A

**Matching Resources for Federal Programs:** N/A

**Subject to Section 215.97, Florida Statutes:** N/A

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:** N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.
Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

<table>
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<th>Recipient: Flagler County</th>
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<tr>
<td>FEIN: 59-6000605</td>
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<tr>
<td>Recipient’s Fiscal Year:</td>
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<td>Contact Name:</td>
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<td>Contact’s Phone:</td>
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1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)?  ☐ Yes  ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Recipient expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  ☐ Yes  ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO?  ☐ Yes  ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Recipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  ☐ Yes  ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

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<th>Signature of Authorized Representative</th>
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<th>Printed Name of Authorized Representative</th>
<th>Title of Authorized Representative</th>
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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #8a

SUBJECT: Consideration of Appointments to the Affordable Housing Advisory Committee.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: The Commission has received requests for appointment to the Affordable Housing Advisory Committee from the following individuals: Ms. Tammy Yorke in the category of an Essential Services Personnel; Mr. Emanuel Roberts, Ms. DeAnna O’Flaherty and Ms. Jennifer Cauldwell for the position of Not-for-Profit Provider of Affordable Housing; and Ms. Bonita Robinson, Ms. Susan Miller, Ms. Virginia Dunn-Mulligan, Pastor Charles Silano and Ms. Latwi Owens in the category of a Resident of Local Jurisdiction.

The Affordable Housing Advisory Committee serves in an advisory capacity to make recommendations to the Board regarding specific initiatives to encourage or facilitate affordable housing in Flagler County, pursuant to Section 420.9076, Florida Statutes, Section 16-77 of the Flagler County Code and the State Housing Initiatives Partnership (SHIP) Procedures Manual. There are 11 members on this Committee, each appointed for four-year terms.

There are currently three vacancies on this Committee in the classifications of an Essential Services Personnel; a Not-for-Profit Provider of Affordable Housing; and a Resident of Local Jurisdiction. These positions have been advertised in the News-Tribune as well as on the County’s website, FlaglerCounty.org. The Board received notice from Mr. David Alfin of his resignation from this committee in the category of a Resident of Local Jurisdiction and we thank him for his service.

Most applicants are Flagler County residents and registered voters. Although Mr. Emanuel (Jay) Roberts is not a Flagler County resident, it is believed that his role as a Family Community and Service Manager for the NE Florida Community Action Agency, with his office in Bunnell and serving the residents of Flagler County, makes him qualified to serve on this committee. If any further applications are received, they will be presented to the Board prior to the meeting.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Christie Mayer / Exec. Admin. Assistant, (386) 313-4094

RECOMMENDATION: Request the Board consider the following appointments: a) Ms. Tammy Yorke in the category of an Essential Services Personnel; b) Mr. Emanuel Roberts, Ms. DeAnna O’Flaherty or Ms. Jennifer Cauldwell for the position of Not-for-Profit Provider of Affordable Housing; and c) Ms. Bonita Robinson, Ms. Susan Miller, Ms. Virginia Dunn-Mulligan, Pastor Charles Silano or Ms. Latwi Owens in the category of a Resident of Local Jurisdiction.

ATTACHMENTS:
1. Request for Appointment from Ms. Tammy Yorke
2. Request for Appointment from Mr. Emanuel Roberts
3. Request for Appointment from Ms. DeAnne O’Flaherty
4. Request for Appointment from Ms. Jennifer Cauldwell
5. Request for Appointment from Ms. Bonita Robinson
6. Request for Appointment from Ms. Susan Miller
7. Request for Appointment from Ms. Virginia Dunn-Mulligan
8. Request for Appointment from Pastor Charles Silano
9. Request for Appointment from Latwi Owens

Sally Sherman, Deputy County Administrator

Date 02/08/19

01/25/2019 Electronically Submitted by Administration Department, Christie Mayer
Flagler County Board of County Commissioners,

As a longtime resident of Flagler County, I have seen the vast growth that has taken place causing significant housing issues for our families. In my role as the Coordinator of Federal Programs for Flagler County Public Schools, I am an advocate for our families and the issues they face. Many of our families find themselves displaced or in transition and unable to find affordable housing. Many of our families are making minimum wage and find it almost impossible to keep up with the skyrocketing cost of rental properties in our area. These issues have a huge impact on our community at large, and I would like to support the County in exploring affordable options for these families. Please consider my application, as it would be my pleasure to serve on the Affordable Housing Volunteer Advisory Committee.

Sincerely,

Tammy Yorke
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Tammy Yorke  Date: 12/18/18

Mailing Address: 500 North Cherry Street, Bunnell, FL 32110

Physical Address: 500 North Cherry Street, Bunnell, FL 32110

County of Residence: Flagler  Voter ID: 104161937

Home Phone: NA  Cell Phone: 386-793-1013  Fax: NA

Email: yorket@bellsouth.net  Years in Flagler: 40 years

Advisory Boards or Committees Applying For: AFFORDABLE HOUSING
ADVISORY COMMITTEE
Describe your training and/or experience that would make you a good fit for this position: I have been an educator in the State of Florida for the past 29 years. I currently oversee the Office of Federal Programs for the Flagler County School District. The programs include homeless, foster care, Title I, ESOL, and Charter Schools.
Education: Bachelor's Degree Education, Master's Degree Educational Leadership

Business (name & type): Flagler County Public Schools

Business Address: 1769 East Moody Blvd. Bldg. 2

Business Phone: 386-437-7526 x1120  Position: Coordinator of Federal Programs

Professional Organizations: East Coast Technical Assistance (ECTAC)  
FL. Assoc. of Federal Education Program Admin. (FAFED)

Have you ever served on a Flagler County appointed board or committee?

YES ________  NO X  If so, please identify those on which you have served.

Advisory Board / Committee                  Dates Served

________________________________________  ______________________

________________________________________  ______________________

________________________________________  ______________________

References may be secured from the following individuals:

1. Name: Tim King                  Phone: 386-437-7526 x1178
2. Name: Diane Dyer                  Phone: 386-437-7526 x1110
3. Name: Diane Howes                  Phone: 386-437-7526 x1122

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
To: Flagler County Board of County Commissioners

I've worked in Flagler County since 2008 with the Northeast Florida Community Action Agency as a Family Community & Service Manager. We have provided assistance to Flagler residents in a variety of services, such as LIHEAP (Low Income Home Energy Assistance Program), WAP (Weatherization Assistance Program) and our primary funding source CSBG (Community Service Block Grant), is served through providing employment services and our Data Buster Youth Summer Program. These services have helped many residents avoid the sting of poverty, although we have a ways to go, we have come a long way and will continue to promote self-sufficiency in days to come.

Emanuiel (Jay) Roberts Jr.
Family Community & Service Manager
NORTHEAST FLORIDA COMMUNITY ACTION AGENCY
FLAGLER COUNTY
Office: 386 313-2506 Ext.205
Fax: 386 313-2864
Flagler County Board of County Commissioners

General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Emanuel (Jay) Roberts Jr.  Date: 12/28/2018

Mailing Address: 1100 Grove Ave. Crescent City Florida 32112

Physical Address: 1100 Grove Ave. Crescent City Florida 32112

County of Residence: Flagler  Voter ID: ________________

Home Phone: __________ Cell Phone: 386 928-6789  Fax: ___________

Email: eroberts@nfcaa.org  Years in Flagler: ________________

Advisory Boards or Committees Applying For: Not-For-Profit Affordable Housing

Describe your training and / or experience that would make you a good fit for this position:
I am the Family Community & Service for the Northeast Florida Community Action Agency. I've served and assisted the residence of Flagler County in this capacity since 2008. With my experience in housing which is served through our WAP Weatherization Assistance Program, this has allowed me to really assess and assist the needs of the community.
Education: Social Service

Business (name & type): Northeast Florida Community Action Agency

Business Address: 703 E. Moody Blvd. Suite 4 Bunnell Fl. 32110

Business Phone: 386 313-2506 Ext. 205 Position: Family Community & Service Manager

Professional Organizations: ________________________________

Have you ever served on a Flagler County appointed board or committee?

YES ______ NO X If so, please identify those on which you have served.

Advisory Board / Committee Dates Served

__________________________________________

__________________________________________

__________________________________________

References may be secured from the following individuals:

1. Name: Joseph Mayor Phone: 386 313-4033
2. Name: Ralston Reodica Phone: 386 313-4037
3. Name: Pamela Jackson Phone: 386 437-7526

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.
Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
December 27, 2018

Flagler County Commissioners,

I appreciate your review of my application to the Affordable Housing Advisory Committee vacancy. I am interested in joining the AHAC after working as a HUD Certified Housing Counselor for several years. Daily, I work with clients facing the challenges of affordable housing.

I have worked with Flagler County SHIP on many occasions to assist local clients to maintain housing. Being a part of the local affordable housing efforts, means a great deal to me as a housing professional and a 25 year Flagler County resident.

Thank you for your consideration.

DeAnna O'Flaherty
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: DeAnna OFlaherty Date: 12/21/18

Mailing Address: 53 Fischer Lane, Palm Coast FL 32137

Physical Address: same

County of Residence: Flagler Voter ID: 118256467

Home Phone: 386-503-1667 Cell Phone: __________ Fax: __________

Email: deanna.oflaherty@yahoo.com Years in Flagler: 25

Advisory Boards or Committees Applying For: Affordable Housing Advisory Committee (non-profit or citizen vacancy)

Describe your training and / or experience that would make you a good fit for this position: I am a HUD Certified Housing Counselor with many years of experience in Flagler and surrounding counties.

Education: Bachelors of Arts from Flagler College.

Business (name & type): Employed as a HUD Certified Housing Counselor and Educator with St Johns Housing Partnership
Business Address: 93 Orange Street, St Augustine, FL 32084

Business Phone: 904-819-1266  Position: Community Outreach Manager

Professional Organizations: VP of Flagler County Association of Realtor’s Foundation.

Have you ever served on a Flagler County appointed board or committee?

YES ________  NO _x_____ If so, please identify those on which you have served.

Advisory Board / Committee      Dates Served

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

References may be secured from the following individuals:

1. Name: Marissa Vetter       Phone: 904-819-1266
2. Name: Cathy Osborne        Phone: 386-437-0095
3. Name: Janet Nickels        Phone: 386-586-2324

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
Good afternoon,

It is with interest and enthusiasm that I apply for membership on the Affordable Housing Advisory Committee of Flagler County, Florida. I am Jennifer Cauldwell and a proud resident of Palm Coast. I have called Flagler County home for the past fifteen years. As a single mother and resident of this community, I personally have been through struggles to find affordable, descent housing. As an Economic Justice Advocate for Family Life Center, I continue to face some of the same challenges, when helping my participants find adequate housing. This is a topic that is near and dear to my heart and I would love to be apart of this committee.

I am hopeful that you will consider my personal experience and position as an advocate to be transferable, relatable, and an asset. I look forward to meeting with you in person to further discuss how I can make a positive contribution to the advisory committee and our community.

Thank you so much for considering me for membership.

Jennifer Cauldwell
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Jennifer Cauldwell Date: 12/19/2018

Mailing Address: 84 Utica Path Palm Coast

Physical Address: 84 Utica Path Palm Coast

County of Residence: Flagler Voter ID:

Home Phone: _______ Cell Phone: 386-202-0486 Fax: 386-437-4938

Email: Jennifer@FamilyResourceFlagler.org Years in Flagler: 15

Advisory Boards or Committees Applying For: Flagler County Affordable Housing Advisory Committee – Not-for-profit Provider

Describe your training and / or experience that would make you a good fit for this position: I moved to Flagler County from Ohio in 2003. I lived in the Housing Authority for six years until I had my home built by Habitat for Humanity in 2011. I have watched Flagler County grow and I have seen amazing changes throughout my years here. There is however room for more growth. My experience and my time living in Flagler has groomed me for this position. I once was a statistic and overcame. Now as an Advocate to our County Residents, I would like to bridge the gap.
Education: Daytona State College, Basic Law Enforcement Academy, Daytona College, Cosmetology-Barbering.

Business (name & type): Family Life Center

Business Address: PO Box 2058, Bunnell

Business Phone: 386-437-7747 ext 421, Position: Economic Justice Advocate

Professional Organizations: ________________________________

Have you ever served on a Flagler County appointed board or committee?

YES    NO √ If so, please identify those on which you have served.

Advisory Board / Committee

Dates Served

References may be secured from the following individuals:

1. Name: Shanita Adams, Phone: 214-566-1278
2. Name: Tina Compton, Phone: 386-627-4173
3. Name: Jennifer Endres, Phone: 503-338-8999

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
Dear County Commissioners:

I would like to be considered for a position on the Affordable Housing Advisory Committee because of my interest in affordable housing for low income families. I feel that affordable housing is an issue in this county and would like to bring to the table my experience of advocacy and helping people whom are less fortunate in our Flagler County communities.

Because I have lived in this county for over forty years and have a long-time career in the Flagler County School system as well as City Government, I would like to volunteer my expertise and help those in need of affordable housing in the area.

Thanks for your consideration,

Bonita Robinson
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Bonita Robinson Date: 12/26/18

Mailing Address: 801 Hyman Circle Bunnell FL 32110

Physical Address: 

County of Residence: Flagler √ Voter ID: 104207011

Home Phone: _______ Cell Phone: 386-225-8436 Fax: _______

Email: bonitadjo@ymail.com Years in Flagler: 40

Advisory Boards or Committees Applying For: 

Affordable Housing Advisory Committee

Describe your training and / or experience that would make you a good fit for this position:

Trustee Board - St. James Baptist Church
Charter Advisory Committee - City of Bunnell
City Commissioner - City of Bunnell
Education: Assoc. Degree, Currently working toward Bachelor

Business (name & type): ___________________________________________________________

Business Address: __________________________________________________________________

Business Phone: ___________________ Position: ___________________ 

Professional Organizations: ______________________________________________________

Have you ever served on a Flagler County appointed board or committee?

YES __ NO ___ If so, please identify those on which you have served.

Advisory Board / Committee Dates Served

Carver Governance Board 2014, 2015, 2016

References may be secured from the following individuals:

1. Name: Jerusha Logan Phone: 386-503-0968
2. Name: Maxine Grant Phone: 386-237-7171
3. Name: Linda Matthews Phone: 386-447-4001

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Susan K. Miller Date: 12/20/18
Mailing Address: PO Box 1951
Physical Address: 3841 Arbor Ave.

County of Residence: Flagler Voter ID: 114782992
Home Phone: 305-407-6106 Cell Phone: same Fax: 

Email: susankmiller2@gmail.com Years in Flagler: 1
Advisory Boards or Committees Applying For: Affordable Housing Advisory Committee

Describe your training and / or experience that would make you a good fit for this position:

I volunteered with Habitat for Humanity of Richland Co., OH for many years, serving on the Executive Committee and spear-heading volunteer programs. I moved to the FL Keys in 2006 where I spent 6 years as Operations Director for Habitat Key West. I dealt with the intricacies of building and renovating in KW & the Keys;

I managed 29 affordable rentals; and advocated for affordable housing for our workforce.
Education: Bachelor of Music in Education

Business (name & type): Happily retired - formerly Executive Director for the Lower Keys Chamber of Commerce

Business Address: __________________________________________

Business Phone: __________________________ Position: __________________________

Professional Organizations: ________________________________________________

Have you ever served on a Flagler County appointed board or committee?

YES ______ NO X ______ If so, please identify those on which you have served.

Advisory Board / Committee Dates Served

__________________________________________

__________________________________________

__________________________________________

References may be secured from the following individuals:

1. Name: Eric Winbigler Phone: 567.303.5778
2. Name: William Braden Phone: 305.896.4400
3. Name: Susie Cooper Phone: 419.641.2224

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Additional information may be attached to this form.
Dear Commissioners,

My name is Virginia (Ginny) Dunn-Mulligan and I am a resident of Palm Coast. I would like to be considered for filling an open seat on the Affordable Housing Advisory Committee.

I grew up in a small Midwestern college town where my father served as City Manager for a number of years. During that time, he became disturbed by the lack of safe, affordable housing for the people and families who worked to support and maintain the town and college. As a result of his concern, and because he felt something needed to be done in our town as well as in other locations around the state, my father along with other concerned citizens and elected officials wrote the first adopted affordable housing legislation for the state of Ohio. So, maybe it’s in my blood that I too have been concerned about the lack of diverse housing options in places where I have lived. We lived in Illinois for 30 years and during that time, I was a leader of a county-wide organization that worked on issues affecting many county residents including the lack of affordable housing options. I also served on the Board of Directors of a non-profit affordable housing development company, supporting this organization as Vice President of the board. In January 2015, I was asked to serve as a county commissioner on the Housing and Community Development Commission for Lake County, Illinois, a county with a population of over 700,000.

I am interested in learning more about how to provide more safe and affordable housing options for workers and residents in the service industries as well as others who earn low wages in Flagler County, now that I live here. I believe my background and experience would be valuable and a good addition to the talent already represented on the Affordable Housing Advisory Committee of Flagler County as we explore ways to broaden housing options for lower wage workers in the county.

Thank you for your consideration of my request.

Sincerely,

Ginny
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: **Virginia (Ginny) Dunn-Mulligan** Date: **12-18-18**

Mailing Address: **20 LaCosta Place, Palm Coast 32137**

Physical Address: **SAME AS ABOVE**

County of Residence: **Flagler** Voter ID: **12516955**

Home Phone: _______ Cell Phone: **817-347-8472** Fax: _______

Email: **ginnydunnmulligan3@gmail.com** Years in Flagler: **1 yr 3 mos**

Advisory Boards or Committees Applying For: **AFFORDABLE HOUSING ADVISORY COMMITTEE** (RESIDENT)

Describe your training and / or experience that would make you a good fit for this position: **SERVED ON THE HOUSING COMMUNITY DEVELOPMENT COMMISSION IN LAKE COUNTY, ILLINOIS; SERVED ON AN AFFORDABLE HOUSING DEVELOPMENT ORGANIZATION (LOCAL DEVELOPER IN ILLINOIS) BOARD OF DIRECTORS; WAS A FOUNDER OF A COUNTY-WIDE BROAD-BASED ORGANIZATION THAT WORKED ON ISSUES INCLUDING AFFORDABLE HOUSING**
Education: **Masters Certificate in Nonprofit Management**

Business (name & type): **VDM Consulting LLC - Real Estate Development**

Business Address: **Same as Home/Mailing Address**

Business Phone: **847-247-8432** Position: **Manager**

Professional Organizations: **VCCD/FCARD**

Have you ever served on a Flagler County appointed board or committee?

**YES** [ ] **NO X** [ ] If so, please identify those on which you have served.

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<th>Dates Served</th>
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References may be secured from the following individuals:

1. Name: **Helga Van Eckert** Phone: **386-313-4071**
2. Name: **Jodi Ginsiss** Phone: **847-377-2139**
3. Name: **Janet Johnson** Phone: **312-658-5658**

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

**Virginia Dunn-McClellan**

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
SUMMARY

Agile leader, experienced team and board member with extensive experience in the real estate development industry spanning all development disciplines including commercial, retail, and residential. A decisive and influential executive with a proven record in organized, financially efficient project management. Excels in cogent written and verbal communications.

PROFESSIONAL EXPERIENCE

Managing Director
V.D.M. Consulting, LLC
October 2017 - present

Provide advisory and business support to clients, their consultants and staff, related to land development projects and non-profit administration.

Executive Director
Techny Land Corporation, NFP
April 2001 – September 2017

Society of the Divine Word, Techny IL

Techny Land Corporation, NFP (TLC) provides leadership, management and operations support for a 300 acre mixed-use development on land owned by an order of Catholic missionaries. The land is developed on long-term land leases ranging from 49 years to 150 years. TLC manages the developments as an enduring asset that will support the work of Divine Word missionaries in over 70 countries around the world.

The Executive Director leads all processes related to the 300 acre mixed-use development: research potential development options, vet development and construction companies, review plans and proposals, provide support through permitting process, manage construction phase to project completion, administer on-going accounting and reporting, and perform asset management duties.

- **Administration**: project management of 14 developed parcels including 140 acres Retail/Commercial, 130 acres Residential – over 500 units, 30 acres open space.
- **Leadership**: represent employer serving as liaison to clients, consultants, developers and contractors, government officials, management associations. Serve as primary contact for all business constituents.
- **Construction and Development Administration/Compliance**: coordinate communications with developers and contractors, Village staff and board of directors; assure adherence to all obligations as detailed in legal documents and as required by Village, State and Federal regulations.
- **Relational**: establish and maintain productive long-term working relationships with colleagues, consultants, business constituents and local government officials.
- **Budget/P&L**: successfully manage $5 million annual operating budget. Monitor, record, and project income and expenses.
- **Contract Negotiations**: negotiate all leases, contracts and transactions with board and consultant support.
- **Reporting**: produce all business and financial reports for board, councils and committees; advise board based on review and analysis of industry data, current trends and reports, and recommendation of consultants.
- **Business Development**: developed and wrote Operations Manual with legal consultant support; update as parcel developments evolve, renegotiations occur, and markers are met.
• **Operational Excellence:** Oversaw 3-year transition and integration of each developed parcel into separate LLC to minimize liability risks and maximize operational efficiencies.

• **Asset management:** administer land lease and general property management requirements. Review individual development's minutes, financial reports, and annual audits.

**County Commissioner, Lake County Housing and Community Development Commission**  
January 2015 – July 2017  
This position is achieved by special appointment of the President of the County Board, after board review of applications, resumes and recommendations for candidates. Lake County is the third most populous county in Illinois with a population of over 700,000.

  * Recommended and approved 5-year Consolidated Plan for the county in 2015.
  * Review affordable housing and infrastructure improvement applicants' grant and funding applications; compare to previous years' activities and goals; make recommendations.
  * Supported by staff analysis and recommendation, determine local, state and federal funding levels for applicants with focus on goals identified in the 2015-2019 Consolidated Plan.

**Legal Assistant**  
CAROL K. HANNIGAN, Real Estate Attorney, Libertyville, IL

• Provided support to real estate attorney and paralegal.

**Licensed Real Estate Agent**  
CENTURY 21 MIDWEST Vernon Hills, IL

• Listed real estate. Compiled data and analyzed market conditions to develop plan for Sellers to prepare home for sale; assisted in the marketing and sale of Sellers' property.

• Sold real estate. Advised Sellers and Buyers throughout home buying process.

**EDUCATION**

North Park University Chicago, IL  
Masters Certificate in Nonprofit Management  
DePaul University Chicago, IL  
Bachelor of Arts - Organizational Leadership and Development

**PROFESSIONAL AFFILIATIONS**

• CREW (Commercial Real Estate Executive Women) Chicago

• LAMdba ALPHA INTERNATIONAL – Ely Chapter

• VCARD/FCARD – Volusia County Association of Responsible Development/Flagler County Association of Responsible Development

**BOARDS AND COMMISSIONS**

LAKE COUNTY HOUSING AND COMMUNITY DEVELOPMENT COMMISSION – County Commissioner  
HOUSING OPPORTUNITY DEVELOPMENT CORPORATION – Former Board Member, Vice President  
LAKE COUNTY UNITED – Founder, original Steering Team Member

**REFERENCES**  
Available upon request.
January 24, 2019

Dear Flagler County Board of Commissioners,

I would like to be on the Affordable Housing Advisory Committee because I've ministered to the homeless population in Flagler County for many years. As founder and Director of the Grace Community Food Pantry, the largest pantry in the northern 17 counties, I have had and continue to have access into the lives of many struggling families. As founder and Director of Open Door Ministries, I accept participants who are homeless as a result of their addictions and help them to transition back into society.

I have been connecting and helping hurting people in Flagler County for more than 20 years. I understand their needs and often help them formulate plans for getting them back on their feet. I understand their challenges and am acquainted with the obstacles that they face.

Sincerely,

Charles R. Silano, Pastor
Grace Tabernacle Ministries
386-931-4158
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Charles Silano Date: 1-14-19

Mailing Address: 22 Fernham Ln. Palm Coast 32137

Physical Address: 22 Fernham Ln. Palm Coast

County of Residence: Flagler  Voter ID: 104220415

Home Phone: 386-446-1803 Cell Phone: 386-921-4108 Fax: __________

Email: gtim@bullshine.net Years in Flagler: 26

Advisory Boards or Committees Applying For: Resident of Flagler County

Affordable Housing Advisory Committee Vacancy

Describe your training and / or experience that would make you a good fit for this position:
Pastor of church and years of experience
helping homeless population in Flagler.
Education: Active student at Florida State University and Florida Atlantic University

Business (name & type): Jim's New & Used Appliances

Business Address: 203 S. State St. Bunnell

Business Phone: 386-627-4174 Position: Manager

Professional Organizations: Clinton Federal Credit Union

Have you ever served on a Flagler County appointed board or committee?

YES ☐ NO ☑ If so, please identify those on which you have served.

Advisory Board / Committee Dates Served

__________________________________________

__________________________________________

__________________________________________

References may be secured from the following individuals:

1. Name: Stacy McElhans Phone: 386-526-3324
2. Name: Joe Mullins Phone: 386-829-3635
3. Name: Joe Meyer Phone: 386-793-1503

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
Charles R. Silano  
22 Fernham Lane  Palm Coast, FL 32137  
Tel (386) 446-1803  Fax (386) 446-1542  
gtmi@bellsouth.net

Current Activities

2013-Present  Founder of Open Door Recovery and Re-entry Program, the only recovery program in the county  Flagler County, Florida  
Ongoing Director

2009-Present  Grace Community Food Pantry Director  Flagler County, Florida  
Largest Food Pantry in Northern 17 Counties of Florida

2009-Present  Team Feed Flagler Coordinator  Flagler County, Florida

1998-Present  Grace Tabernacle Ministries International Founder and Senior Pastor  Palm Coast, Florida

Additional Community Accomplishments

2011  Initiated Grace Community Well Project in Daytona North which provides potable water to the Community  Flagler County, Florida

2011  Co-Founder of Access Flagler First  Flagler County, Florida

2011  Appointed Flagler County Juvenile Justice Department Chaplain  Flagler County, Florida

2010  Inaugurated Mobile Food Pantry approach to meeting needs of the less fortunate in remote areas of Flagler County  Flagler County, Florida

2010  Original member of committee to bring SNAP Program to Flagler County  Flagler County, Florida

2010  Inaugurated Prison Awareness Program with Flagler County School District  Flagler County, Florida

1995-1997  Church on the Rock Associate Pastor  Palm Coast, Florida

1994-1995  Church on the Rock  Palm Coast, Florida  
Prepared and conducted Thursday night Bible Study services

1994  Church on the Rock  Palm Coast, Florida  
Ordained as a Pastor
1992  Called to Ministry

1980-1992  Business Owner
Agile Messenger Service  Bloomfield, NJ
Valente's Pizza Dough, Inc  Newark, NJ
Four Season's Collectibles  Caldwell, NJ

Education
1994-Present  Continuing studies
Luther Rice Seminary  Lithonia, GA

1996-Present  Continuing studies
Institute of Biblical Preaching  Memphis, TN
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 ♦ email: cmayer@flaglercounty.org

Name: Latwii Owens Date: 1.20.2019

Mailing Address: 27 Reybury Lane Palm Coast, Fl. 32144

Physical Address: 27 Reybury Lane Palm Coast, Fl. 32144

County of Residence: ✔ Flagler  Yes Voter ID: 1080 13444

Home Phone: 386 213 73 1 Cell Phone: 386 213 1644 Fax:

Email: lowenseatm.vfc.org Years in Flagler: 18 yrs.

Advisory Boards or Committees Applying For: Affordable Housing Advisory Council

Describe your training and / or experience that would make you a good fit for this position: I am a licensed Realter in Flagler County for 8 yrs. I have seen the difficulty affordable housing can be for many families. I also work for United Way an organization that for years have fostered a name of doing the most good for communities. I have also attached a resume for your review.
Education: **BAS - Bachelors of Applied Science**

**Realty Exchange LLC / United Way Volusia Flagler**

**Business (name & type):** 
Realtor (8 yrs) / Care Coordinator (2 yrs)

**Business Address:** 
Palm Coast, FL 32137 / Daytona Beach, FL 32124

**Business Phone:** 386.275.1163 
**Position:** Care Coordinator

**Professional Organizations:**

Have you ever served on a Flagler County appointed board or committee?

YES ______ NO □
If so, please identify those on which you have served.

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Referes may be secured from the following individuals:

1. **Name:** Yollette Fugere 
   **Phone:** 386.864.1162

2. **Name:** Pat Yomans 
   **Phone:** 305.409.9987

3. **Name:** Kesha Early 
   **Phone:** 409.353.8150

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
LATWI OWENS

27 Reybury Lane, Palm Coast, Florida 32164
Home: 386-263-7313 - Cell: 386-264-1644 - latwic@gmail.com

PROFESSIONAL SUMMARY

Driven Administrative Assistant / Customer Service Representative offering in-depth experience in administration of vital business projects and processes. Excellent communicator and project manager with strengths in daily operations management, workflow improvements and customer service. Seeking to work with established company in office communications field

WORK HISTORY

06/2017 to Current  Client and Data Specialist
United Way of Volusia and Flagler Counties – Daytona Beach, FL
• Provides support to organizational leaders on all Help Me Grow project related grant activities
• Receive client inquiries and coordinate necessary resources to meet their needs
• Conduct public presentations, outreach and represent the Help Me Grow program for Volusia and Flagler county
• Maintains program database and associated required records

04/2011 to Current  Realtor
Realty Exchange LLC – Palm Coast, Florida
• Assist buyers, sellers and renters in Real Estate transactions
• Office duties include data entry, filing, faxing, research records and contract writing with extreme attention to detail
• Maintain up-to-date knowledge of Real Estate practices, principles and laws

04/2016 to 03/2017  Banker
Convergys / U.S. Bancorp – Jacksonville, Florida
• Assist Usbank customers through data based customer service over the phone
• Provide full cycle banking support functions to a broad range of customers to include account activity and related services

10/2013 to 04/2016  FulCircle CSR
Palm Coast Data – Palm Coast, Florida
• Answer inbound calls regarding customer accounts
• Support and process customer claim request and required documentation
• Process payments and transactions in appropriate system or manual procedures situations warrants
• Provided customer service to insure customer satisfaction and sustain long term customer relations

03/2009 to 04/2011 **Call Center Representative**

*Daytona Auto Mall – Daytona Beach, Florida*

• Responsible for a number of administrative duties filing, and faxing
• Maintained customer database and provide customer service response to customer inquiries
• Performed front desk reception responsibilities and operate a 10 line-switchboard that transfers calls throughout the dealership

**EDUCATION**

**Anticipated graduation 6/2018**

*Bachelor of Science: Bachelors of Applied Science in Supervision and Management*

*Daytona State College - Palm Coast*

**2015**

*Associate of Arts*

*Daytona State College - Palm Coast, Florida*

**LICENSES**

* Real Estate Sales Associate
SUBJECT: Consider Proposed Compromise Settlement of the Price v. Flagler County Web Site Lawsuit under the American with Disabilities Act.

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking approval from the Board of a compromise settlement and to procure dismissal of case with prejudice. The lawsuit, filed in October of 2018, as Joel Price v. Flagler County, is pending before the United States District Court for the Middle District of Florida, Jacksonville Division. Mr. Price alleges that Flagler County's website, www.flaglercounty.org, is inaccessible to visually-impaired individuals who use screen reader software, in violation of Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. This lawsuit specifically addresses PDF content available on the County's website. Mr. Price, his attorneys, and a small group of other individuals and attorneys have filed hundreds of similar lawsuits throughout the state against other counties, cities, school boards, other governmental entities, and private businesses. The County's insurance carrier (Preferred Government Insurance Trust, known as PGIT) has retained the law firm Bell & Roper, P.A. to represent the County in this lawsuit. The lawsuit is temporarily stayed so that the Board of County Commissioners may evaluate and vote upon the proposed settlement.

The Florida Association of Counties and the Florida Association of County Attorneys addressed the issues arising from these lawsuits around the state through conference topics they have each featured. The Association conferences also discussed the status and settlement efforts of these cases. The proposed settlement for Flagler County is consistent with the sentiment and guidance expressed at these conferences.

PROPOSED SETTLEMENT: Shortly after Bell & Roper, P.A. entered an appearance in the lawsuit, Mr. Price's attorneys presented their settlement demand. The principal terms of the proposed settlement are as follows:

1. Payment of $15,700.00 ($1,200 apportioned for Mr. Price and $14,500 for his attorneys).
2. All new PDF content published on the County's website, www.flaglercounty.org, 12 months after the date of the settlement agreement must be accessible to visually-impaired individuals who use screen reader software. The proposed settlement agreement would adopt "WCAG 2.0 Level A" as the accessibility standard. The County would not be obligated to make any document accessible if it would be technically infeasible or unreasonably costly to do so. The County would also not be obligated to exceed any federal accessibility standard if such is adopted in the future.
3. The County would not be obligated under the settlement agreement to remediate PDF content that is published on the County's website prior to 12 months after the date of the settlement agreement.
4. Plaintiff will execute a general release in favor of the County and PGIT and then jointly stipulate to dismissal with prejudice of the lawsuit.

ANALYSIS AND RECOMMENDATIONS OF IT DIRECTOR: Flagler County Innovation Technology (IT) was provided 10 hours of professional ADA website consulting by our insurance carrier. The consultant reviewed our website, as well as four other websites the County maintains. Deficiencies were found throughout the websites, not just the PDF documents posted to the sites. Some remediation has already begun.
The plan we are using entails the following:

- ensure that our websites and mobile applications conform to, at minimum, the Web Content Accessibility Guidelines 2.1 Level AA Success Criteria (WCAG 2.1 AA), except for certain third party content;
- designate an employee as web accessibility coordinator for our websites, who will report directly to the Flagler County Innovation Technology Director;
- hire staff members to accommodate necessary additional work (ongoing ADA compliance, Closed Captioning, website remediation, etc.);
- attempt to not restrict the information being released, but make sure it conforms with the requirements;
- retain an independent website accessibility consultant, who will annually evaluate the accessibility of the website and any mobile applications by individuals with a variety of disabilities;
- post a web accessibility notice to our websites;
- potentially provide a notice on our websites soliciting feedback from visitors on how website accessibility can be improved;
- complete automated and manual accessibility testing;
- provide mandatory annual training on website accessibility for the County’s website content personnel.

At this point, Flagler County IT is unsure what fiscal implications this may have on the budget. We anticipate bringing any necessary items that require Commission approval to the Commission in the next month.

RECOMMENDATIONS OF COUNSEL: Retained counsel has evaluated the lawsuit and proposed settlement with County staff, and retained counsel recommends settling the lawsuit on those terms proposed by Mr. Price’s attorneys. It is contemplated that the settlement amounts referenced in Paragraph 1. above (as well as the County’s defense costs), will be paid by the County’s insurer, subject to a $5,000.00 deductible. Although the proposed settlement of this lawsuit would only obligate the County to ensure the accessibility of new PDF content published on the County’s website, www.flaglercounty.org, 12 months after the date of the settlement agreement, retained counsel recommends that the County implement a plan for remediating all existing PDF content published on County owned/controlled websites and ensuring that all County websites are otherwise accessible in conformity with WCAG 2.1 Level AA, the most current version of the WCAG standards, in order to mitigate future potential liability.

FUNDING INFORMATION: The settlement will be paid from the County Attorney’s operating fund account #001-0700-514.49-17.

RECOMMENDED ACTION: Approve compromise settlement and authorize County Attorney to pursue actions with retained counsel to procure dismissal of case and authorize the Chair to execute any documents necessary to implement the dismissal of the case.

Attachments:
1. Complaint

\[Signature\]
Al Hadeed, Flagler County Attorney

1/28/19 Date
UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

JOEL PRICE,

Plaintiff,

v.

FLAGLER COUNTY,

Defendant.

Civil Action No. 3:18cv-1197-J-RJO

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Flagler County
c/o Al Hadeed, as County Attorney
1769 E. Moody Blvd., Building 2, Third Floor
Bunnell, Florida 32110

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

Scott R. Dinin, Esq.
Law Offices of Scott R. Dinin, P.A.
4200 NW 7th Avenue
Miami, Florida 33127
Telephone: (786) 431-1333
E-mail: inbox@dininlaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 10/10/2018
COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

COMES NOW Plaintiff Joel Price ("Plaintiff"), by and through his undersigned counsel, and hereby sues Defendant the Flagler County ("Defendant") for declaratory and injunctive relief, attorney's fees and costs (including, but not limited to, court costs and expert fees) pursuant to Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131 et. seq. ("ADA") and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504") and alleges as follows:

INTRODUCTION

1. "Il n'y a que deux puissances au monde, le sabre et l'esprit ; à la longue, le sabre est toujours vaincu par l'esprit," and one must be informed to understand their peril. Florida began its tradition of openness back in 1909 with the passage of Chapter 119 of the Florida Statutes. This statute requires that any records made or received by any public agency in the course of its official business are available for inspection.

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1 There are only two powers in the world, the sword and the spirit; in the long run, the sword is always defeated by the spirit. Napoleon Ier (1789-1821)

2 Public Records Law
2. This is an action under Title II of the Americans with Disabilities Act of 1990 and under Section 505 of the Rehabilitation Act of 1973 through which Section 504 of the Rehabilitation Act of 1973 ("Rehabilitation Act") is enforced to redress unlawful disability-based practices and to make Plaintiff Joel Price whole.

3. Flagler County ("Defendant") is a public entity which has provided the website URL www.flaglercounty.org as an information portal ("Portal") to Flagler County government for the general public (to anyone who accesses the Portal). The general public is able to access Flagler County government’s online content, which constitutes programs, services, and activities. Much of that content is provided in portable document format ("PDF").

4. In order to meaningfully access PDF documents (also referenced as electronic documents), blind and visually impaired individuals require that electronic documents be saved in an accessible format. Much of the content provided in electronic (PDF) format within Defendant’s Website is not accessible by persons who are visually impaired and who utilize screen readers.

5. Because Defendant’s online electronic document content is not available for persons who are blind or low sighted, Defendant has denied Plaintiff Joel Price access to that electronic (PDF) content. As such, Defendant has denied access to Plaintiff based on Plaintiff’s disability (being low sighted and/or blind). In so doing, Defendant has denied Plaintiff his fundamental right to observe and participate in the democratic process of self-government. A citizen’s right to meaningful participation in the political process and to access publicly available information needed to participate in the process is a fundamental right requiring heightened scrutiny. *Johnny Reininger, Jr. v. State of Oklahoma*, Case No.: 5:16-cv-012141 (November 9, 2017) and *Natl Association of the*
Deaf (NAD) v State of Florida 18-cv-21232-UU [DE #28] (June 18, 2018).

6. Plaintiff brings this action against the Defendant to enforce the requirement of Section 504 of the Rehabilitation Act that a public entity receiving or distributing federal financial assistance (which Defendant receives and distributes each year) must not deny persons with disabilities the benefits of its programs, services and activities.

7. By failing to provide electronic documents in accessible format, Defendant has deprived blind and visually impaired individuals of the benefits of its online content, which benefit is afforded to sighted (non-disabled) individuals. As such, Defendant has increased the sense of isolation and stigma that the ADA and Section 504 were meant to redress for individuals with disabilities.

8. Defendant's denial of much of its publicly available online content to blind and visually impaired individuals violates Section 504 of the Rehabilitation Act and Title II of the ADA.

9. Accordingly, Plaintiff seeks injunctive and declaratory relief to ensure that blind and visually impaired individuals have equal, effective and timely access to Defendant's publicly available online content (consisting of electronic documents).

JURISDICTION AND VENUE


11. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 and
42 U.S.C. § 12188. This Court’s jurisdiction is proper under 28 U.S.C. Section 451, 1331, 1337, and 1343.

12. Plaintiff has met all conditions precedent to bring this action.

PARTIES

Joel Price

13. Plaintiff Joel Price is a veteran of the U.S. Navy, a resident of the State of Florida, resides within this the Middle Judicial District of Florida, is sui juris, is disabled and a qualified individual as defined by the ADA.


15. Due to his disabilities, the Plaintiff requires the use and accompaniment of a service animal, as his service animal is a trained seeing-eye dog. Plaintiff’s requirement for use of a service animal is defined by 28 C.F.R. §36.104 and Florida Statue §413.08(1)(d).

16. Plaintiff is an otherwise qualified individual with a disability in that Plaintiff is qualified to access Defendant’s electronic documents.

17. Due to his disability, the Plaintiff requires that document information be saved in an accessible format such as HTML or an accessible electronic (PDF) format so that he can comprehend (read) that document with screen reader software.
Flagler County

18. Defendant Flagler County is a local government entity, a body corporate and political subdivision of the State of Florida. Flagler County was created in 1917 from portions of Saint Johns and Volusia Counties.

19. Chapter 125.01 of the Florida Statutes give the Flagler County Board of County Commissioners the ability to create (through a local public hearing ordinance procedure) local laws. This process is done without having to go to the Florida Legislature to request special legislation to create these laws. The Board of County Commissioners (BCC) is the governing body of the County. Its members are directly elected by the people of Flagler County. The BCC appoints a Chairperson who presides over all board meetings, signs all legal documents, and appoints commissioners to various committees of Flagler County. The BCC distributes federal financial assistance through its budgetary and legislative process to Flagler County agencies and departments. No person, agency or department is above the BCC. http://www.flaglercounty.org/document_center/Human%20Resources/New%20Org%20Chart%203118%2007%20Final.pdf

20. Since Defendant is a public entity it is subject to Title II of the ADA. 42 U.S.C. § 12131(1).

21. On information and belief, Defendant is also a distributor/recipient of federal funds and as such, is also subject to the requirements of Sections 504 of the Rehabilitation Act of 1973.

GENERAL ALLEGATIONS

22. Defendant offers a service through its online portal at www.flaglercounty.org
("portal") where interested persons can obtain pertinent information regarding the government of Flagler County and living and visiting Flagler County. Plaintiff is such an interested person.

23. Defendant’s portal provides pertinent information on living and visiting Flagler County including (but not limited to): a disaster preparedness guide⁴, a guide to the Flagler public transportation system⁵, a guide to disposing of hazardous waste⁶, a parks and recreation fee schedule⁷ and a list of Alzheimer’s Resource Council support group meeting dates and location⁸. These types of documents are made available by Defendant to generally inform the public of the services provided by Defendant; therefore, this type of electronic documents also referenced herein as “electronic service documents.”

24. Defendant’s portal also has publications which are embedded in PDF (electronic) format. Those publications contain information on a variety of Flagler County issues. A few of the publications provided to the public by Defendant include (but are not limited to): a transportation brochure⁹ and a parks brochure¹⁰. These publications are made available by Defendant to generally inform the public of pertinent information when living and visiting Flagler County and of the services provided by Defendant. Therefore, these types of electronic documents, being “publications,” are referenced as “electronic service documents.”

⁷ http://www.flaglercounty.org/document_center/Parks/PARKS%20rental%20fee%20schedule%20for%20website.pdf
25. Defendant’s Website also contains electronic documents which provide information on Flagler County policies and positions which affect the public directly. A sampling of those links to electronic documents (which are also referenced as “electronic policy documents”) is provided herein below:

- County Commission rules of procedure for all commission meetings\(^1\)
- Comprehensive plan for Flagler County from 2010-2035\(^2\)
- Rules and regulations for Flagler County airports\(^3\)
- 2015 Flagler County water quality report\(^4\)

26. The Flagler Commissioner’s meetings make up the bulk of Defendant’s legislative history. The Flagler Commissioner’s meetings have a direct effect on the lives of citizens in the region. Interested persons can become informed about the effect of the Flagler Commissioner’s meetings and the resulting policies, budgets, and services online by viewing the electronic documents generated which reflect the decisions made by Flagler County Commissioners through this Portal. Interested persons are able to view thousands of documents related to the government of Flagler County (also referenced as “electronic agenda documents”) through this Portal. An example of electronic agenda documents includes Flagler County Contractor Review Board meeting minutes\(^5\) and the 2017-2018 fiscal year approved budget\(^6\). Through reviewing the agenda documents, interested persons can ascertain what upcoming projects are being negotiated and voted upon, and can find out the direction that Flagler County is moving related to issues such

\(^{3}\) http://www.flaglercounty.org/document_center/Airport/rules_andRegs.pdf
\(^{5}\) http://www.flaglercounty.org/AGUST%2015%20%2018%20MINUTES.pdf
\(^{6}\) http://www.flaglercounty.org/document_center/Finance/Budget/FY17-18/Approved%202017-2018%20Budget.pdf
as County business (contracts), spending (budgets), and legislative policy (affecting the
environment, schools, and open spaces).

27. Through perusing the archived agenda documents, interested persons can
ascertain what past legislation and projects on which the Flagler BCC has voted regarding
important social, growth, and environmental issues which while voted upon in the past
have a direct effect on current and future events in Flagler County.

28. Defendant’s electronic documents contain a plethora of information regarding
matters which affect the public directly such as related environmental disaster
preparation, public transportation, and parks and recreation.

29. Through Defendant’s portal, interested persons can read Defendant’s
electronic documents on demand.

30. However, blind and/or visually impaired persons require screen reader
software to read/comprehend (Defendant’s) electronic documents.

31. Online “on-demand” viewing of the Defendant’s electronic documents is not
an option available to persons with vision disabilities due to the fact that those documents
are provided solely in a PDF flat surface format and do not interface with screen reader
software as used by blind and visually impaired individuals. Plaintiff (who is legally
blind) is such an interested person.

32. As an active and social Florida resident, Plaintiff is interested in the quality of
life, which would make Flagler County a viable visiting and living option. Therefore,
Plaintiff is interested in investigating the availability of public transportation, and the
resources dedicated to informing the public on how to prepare for and deal with the
aftermath of environmental disasters, as well as the types of public spaces and community
engagement activities in Flagler County.
33. Therefore, in March 2018 Plaintiff visited Defendant’s Website with the intent of educating himself about the quality of life and governmental functioning in Flagler County.

34. Because Defendant’s electronic documents are not in an accessible format for the blind and visually impaired and are not provided in accessible HTML format, Plaintiff was prevented from becoming informed about Flagler County’s governmental functioning, policies, programs, services and activities as Defendant offers to the public because of his vision disability. This exclusion resulted in Plaintiff suffering from feelings of segregation, rejection, and isolation as Plaintiff was left excluded from participating in the community services, programs and activities offered by Flagler County in a manner equal to that afforded to others who are not similarly disabled.

35. Therefore, on May 25, 2018 Plaintiff wrote a letter to Defendant and informed Defendant that he is legally blind and unable to fully access the electronic documents which Defendant provides to the public with his screen reader software. In that letter, Plaintiff requested Defendant’s electronic documents be provided in an accessible format for blind and visually impaired individuals (such as himself). Plaintiff made this request via U.S. mail service. Plaintiff’s letter request is attached hereto as Exhibit A.

36. As of the date of this Complaint filing, Defendant has not responded to Plaintiff’s request for accommodation.

37. On June 25, 2018, Plaintiff again attempted to access Defendant’s electronic documents, but those electronic documents remained inaccessible as he still could not comprehend them with his screen reader software. It is sufficiently obvious that Plaintiff and others who are blind or low sighted need Defendant to properly save its documents so that they are accessible on demand.
38. By Defendant's failure to make its electronic documents on its Website accessible, Plaintiff has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish and has been segregated and prohibited from enjoying the programs, services and activities offered by Defendant to the public.

39. Plaintiff continues to desire to participate in the governmental functioning of Flagler County and partake in the programs, services, and activities of Flagler County as a resident of the state of Florida and a visitor to Flagler County, but Plaintiff continues to be harmed due to his inability to avail himself of the programs, services, and activities due to his failure to comprehend the electronic documents Defendant provides to the public.

40. Furthermore, Defendant has not provided any other auxiliary aid or service which would assist Plaintiff and/or similarly situated blind or visually impaired constituents to meaningfully access and fully comprehend Defendant's electronic documents in the same manner as Defendant has as made available to the non-disabled public.

41. Because Defendant has not provided its electronic documents in an accessible format for the blind and visually impaired, Plaintiff has been prevented from becoming informed of Flagler County's governmental functioning, policies, programs, services and activities as offered to the public by Defendant because of his vision disability. As such, Plaintiff was left excluded from participating in Flagler County government and the community services, programs and activities offered by Flagler County in a manner equal to that afforded to others who are not similarly disabled.

42. Plaintiff's inability to access Defendant's electronic documents has resulted in a virtual barrier which has impaired, obstructed, hindered, and impeded Plaintiff's
ability to become an involved citizen in Flagler County government and learn about the programs, services and activities available to residents and visitors of Flagler County.

43. On information and belief, since March 2018 when Plaintiff first began to attempt to access and learn about Flagler County programs, services, activities and government, Defendant has not made reasonable modifications to its policies and procedures to ensure future compliance with the ADA and/or the Rehabilitation Act. As of this filing, the electronic documents made available by Defendant remain inaccessible to Plaintiff as well as to other blind and visually disabled individuals.

44. Plaintiff continues to desire to become involved in the Flagler County governmental process that affects him and the Flagler County community. However, Plaintiff is unable to do so, as he is unable to comprehend the electronic documents provided by Defendant for the public.

45. Plaintiff has concrete plans to read and comprehend (on a weekly basis) the electronic documents supplied by Defendant as a service to the public. However, Plaintiff is prevented from enjoying the programs, services and activities for residents and visitors of Flagler County due to the unlawful barrier created by Defendant’s refusal to make its electronic documents accessible for screen reader software as used by the visually impaired.

46. Plaintiff (and others with vision impairments) will suffer continuous and ongoing harm from the Defendant’s omissions, policies, and practices regarding its electronic documents unless enjoined by this Court.

47. Defendant has engaged (and continues to engage) in unlawful practices in violation of Title II of the ADA (see 42 U.S.C. §12132) and Section 504.
48. Defendant’s unlawful practices include (but are not limited to) denying Plaintiff (an individual with a disability) the ability to participate in Flagler County government and to participate in the Flagler County community by failing to provide Plaintiff the ability to study and review Flagler County’s electronic documents in the same manner as provided to the sighted public.

49. Defendant is deliberately indifferent to the provisions of the Rehabilitation Act and Title II of the ADA in regard to the unlawful practices described herein because Defendant is aware of the availability of computer programs which allow Defendant to save electronic documents in an accessible format. Despite the ease of providing accessible electronic documents, Defendant has failed to reasonably modify its policies, processes and procedures for the same.

50. As a result of Defendant's actions, Plaintiff has been damaged and has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish.

51. For all of the foregoing, Plaintiff has no adequate remedy at law.

52. Plaintiff has retained Scott Dinin P.A. and J. Courtney Cunningham PLLC as his legal counsel in this action and has agreed to pay a reasonable attorney fee.

COUNT I – VIOLATIONS OF TITLE II OF THE ADA

53. The broad mandate of the ADA is to provide an equal opportunity for individuals with disabilities to participate in and benefit from all aspects of American civic and economic life and that mandate extends to public entities including Defendant and the documents that Defendant provides to the public (including those documents provided in electronic document format).

54. The Department of Justice guidelines on the application of Title II of the
ADA state:

[T]he Department has taken the position that title II covers Internet Web site access. Public entities that choose to provide services through web-based applications (e.g., renewing library books or driver's licenses) or that communicate with their constituents or provide information through the Internet must ensure that individuals with disabilities have equal access to such services or information, unless doing so would result in an undue financial and administrative burden or a fundamental alteration in the nature of the programs, services, or activities being offered. 28 C.F.R. Pt. 35 app. A.

55. Title II of the ADA mandates that no qualified individual with a disability shall, by reason of such disability, be excluded from full and equal participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity, 42 U.S.C. § 12132.

56. Defendant Flagler County is a political subdivision of the State of Florida and a public entity under Title II of the ADA. A public entity includes any instrumentality of a state or local government therefore, Defendant is subject to Title II of the ADA. 42 U.S.C. §12131(1)(b).

57. As a public entity, Defendant must:

a) Provide full and equal enjoyment of its services, programs, and activities in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §12131, et. seq.; 28 C.F.R. §35.130(a).

b) Ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals unless the public entity can demonstrate that taking those steps to modify policies, practices, or procedures would fundamentally alter the nature of the service, program, or activity; 28 C.F.R. §35.130(b)(7).

c) Ensure that no individual with a disability is excluded, denied
services, segregated or otherwise treated differently than other individuals unless the public entity can demonstrate that legitimate safety requirements are necessary for safe operation. Any safety requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities; 28 C.F.R. §35.130(h).

58. Defendant's document creation and storage on www.flaglercounty.org is a program, service, or activity within the definition of Title II of the ADA. Defendant makes information available in thousands of pages of documents available through its information portal through which the public can access electronic documents.

59. Defendant failed to provide its electronic documents in a format accessible to visually impaired individuals who require screen reader software to comprehend those electronic documents despite the sufficiently obvious need to do so. Therefore, Plaintiff has been effectively denied access to those electronic documents by Defendant.

60. By denying Plaintiff the opportunity to comprehend and benefit from its electronic documents due to Plaintiff's disability (visual impairment), Defendant has denied Plaintiff the opportunity to participate in or benefit from the services, programs or activities afforded to non-disabled persons and persons who are not visually impaired.

61. Providing electronic documents in a format that can be recognized by screen reader software and therefore making those electronic documents accessible to the visually impaired would not result in any undue burden to Defendant. (1)(b) Providing electronic documents in a format that can be recognized by screen reader software thereby making those electronic documents accessible to the visually impaired would not fundamentally change the nature of Defendant's services, programs, or activities.

62. Defendant is required to provide full and equal enjoyment of its services,
programs, and activities in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §12131, et. seq.; 28 C.F.R. Part 35.

63. As a result of the virtual barriers within the electronic documents provided by Defendant, visually impaired individuals are denied the full and equal access to the services, programs, and activities offered by Flagler County and have been denied participation in the government of Flagler County in a manner equal to that afforded to others; in derogation of Title II of the ADA and Section 504.

64. As a public entity, Defendant may not (directly or through contractual or other arrangements) utilize methods of administration that deny individuals with disabilities access to its services, programs, and activities or that perpetuate the discrimination of another public entity; 28 C.F.R. § 35.130(b)(3).

65. As a public entity and pursuant to Title II, Defendant is required to make reasonable modifications in its policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity; 28 C.F.R. § 35.130(b)(7).

66. Defendant is required to present the electronic documents it provides to the public in an accessible format in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.

67. Defendant’s failure to make its electronic documents accessible impedes Plaintiff (and similarly situated visually impaired individuals) from fully accessing the programs, services, and activities of Flagler County as offered to residents and visitors so that they can participate in the business affairs of Flagler County, and enjoy the activities, services and programs provided by Flagler County. By such failure, Defendant has
discriminated against the visually impaired.

68. Defendant is blatantly discriminating by its failure to provide accessible electronic documents for blind and visually impaired citizens. Defendant has violated Title II of the ADA in numerous ways, including discriminatory action which occurred when the Defendant failed to maintain policies and procedures to ensure compliance with Title II of the ADA by creating barriers for individuals with disabilities who are visually impaired and who require the assistance of interface with screen reader software to comprehend and access Defendant’s electronic documents provided within its Website. These violations are ongoing.

69. As a result of Defendant’s inadequate creation, development, and administration of Defendant’s electronic documents, Plaintiff is entitled to injunctive relief pursuant to 42 U.S.C. §12133 to remedy the discrimination.

COUNT II – VIOLATION OF SECTION 504 OF THE REHABILITATION ACT

70. Plaintiff is legally blind, which substantially limits him in his major life activity of seeing. Therefore, Plaintiff is an otherwise qualified individual with a disability under Section 504 of the Rehabilitation Act.

71. In Nat’l Ass’n of Deaf v. State, No. 18-cv-21232, 2018 WL 3722936, at *5 (S.D. Fla. June 18, 2018) (citing Cash v. Smith, 231 F.3d 1301, 1305 (11th Cir. 2000) the court found that “[t]he elements of a Title II claim and a section 504 Rehabilitation Act claim are the same,” and can be addressed together.

72. As an otherwise qualified individual, Plaintiff is expressly authorized under Section 505 of the Rehabilitation Act which enforces Section 504 of the Rehabilitation Act, 29 U.S.C. §§ 794 & 794(a), incorporating the remedies, rights and procedures set forth in Section 717 of the Civil Rights Act of 1964, including the application of §§
73. On information and belief, Defendant is a recipient of federal financial assistance. The Flagler County BCC distributes that federal financial assistance to its agencies and departments through its budgetary and legislative activities. As the distributor of federal financial assistance, all of the operations of the BCC, including Defendant's website, are subject to the Rehabilitation Act as a covered program or activity. 29 U.S.C. Section 794(b)(1)(B).

74. Congress enacted the Rehabilitation Act in 1973 to enforce the policy of the United States that all programs, projects, and activities receiving federal assistance "... be carried out in a manner consistent with the principles of ... inclusion, integration, and full participation of the individuals [with disabilities]." 29 U.S.C. § 701(c)(3).

75. Section 504 of the Rehabilitation Act prohibits recipients of federal funding from discriminating against disabled persons and requires that programs or activities operated by a federally-funded entity be readily accessible to persons with disabilities; see 28 C.F.R. § 42.520.

76. For the purposes of Rehabilitation Act claims, the term "program or activity" means all of the operations the entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended, in the case of assistance to a State or local government (29 U.S.C. Section 504, § 794(b)(1)(B)).

77. Section 504 of the Rehabilitation Act, 29 U.S.C. § 794 requires that no otherwise qualified individual with a disability, on the basis of that disability, be excluded from participation in or be denied the benefit of the services, programs, activities, or to otherwise be discriminated against.
78. The Rehabilitation Act defines "program or activity" to mean all of the operations of a department, agency, special purpose district, or other instrumentality of a state or of a local government. As Defendant is a local government, Defendant's creation, storage and providing electronic documents to the public through its Website is a within the meaning of the Rehabilitation Act; 29 U.S.C. § 794(b)(1)(A).

79. This denial of access to Defendant's services, programs and/or activities has subjected Plaintiff to discrimination, excluded Plaintiff from participation in those services, programs and/or activities and denied Plaintiff the benefits of Defendant's electronic documents.

80. As of this filing, Defendant's electronic documents within www.flaglercounty.org remain inaccessible to persons with screen readers who are blind and/or low sighted but are accessible to persons without vision disabilities.

81. Specifically, as related to violations of Section 504, blind and visually impaired individuals need to comprehend and access the electronic documents which Defendant provides to the public. Yet, Defendant's electronic documents are not saved in an accessible format which properly interfaces with screen reader software so that blind and visually impaired individuals are able to comprehend those documents.

82. As a distributor/recipient of federal funds and pursuant to Section 504 the Defendant may not deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service; 45 CFR § 84.4 (b)(1)(i).

83. As a distributor/recipient of Federal funds and pursuant to Section 504 the Defendant may not afford a qualified handicapped person an opportunity to participate in
or benefit from the aid, benefit, or service that is not equal to that afforded others; 45 CFR § 84.4 (b)(1)(ii).

84. As a recipient of federal funds and pursuant to Section 504 the Defendant may not provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others; 45 CFR § 84.4 (b)(1)(iii).

85. As a recipient of federal funds and pursuant to Section 504 the Defendant may not provide different or separate aid, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others; 45 CFR § 84.4 (b)(1)(iv).

86. Plaintiff has been denied the ability to comprehend electronic documents provided by Defendant which would permit Plaintiff to access the programs, services and activities of Flagler County as offered to residents and visitors. As a recipient of federal funds and pursuant to Section 504, Defendant may not otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service; 45 CFR § 84.4 (b)(1)(vii).

87. As a distributor/recipient of federal funds and pursuant to Section 504, Defendant may not (directly or through contractual or other arrangements) utilize criteria or methods of administration (i) that have the effect of subjecting qualified handicapped persons to discrimination on the basis of handicap, (ii) that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the recipient's program or activity with respect to handicapped persons, or (iii) that perpetuate the discrimination of another recipient if both recipients are subject to common administrative control or are agencies of the same State; 45 CFR § 84.4 (b)(4).
88. As a distributor/recipient of federal funds and pursuant to Section 504, Defendant is required to evaluate (with the assistance of interested persons including handicapped persons or organizations representing handicapped persons) its current policies and practices and the effects thereof that do not or may not meet the requirements of this part; 45 CFR § 84.6 (c)(1)(i).

89. As a distributor/recipient of federal funds and pursuant to Section 504, Defendant is required to modify, after consultation with interested persons (including handicapped persons or organizations representing handicapped persons), any policies and practices that fail to meet the requirements of this part; 45 CFR § 84.6 (c)(1)(ii).

90. As a distributor/recipient of federal funds and pursuant to Section 504, Defendant is required to take, after consultation with interested persons (including handicapped persons or organizations representing handicapped persons), appropriate remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; 45 CFR § 84.6 (c)(1)(iii).

91. As a distributor/recipient of federal funds and pursuant to Section 504, Defendant is required to designate at least one person to coordinate its efforts to adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part; 45 CFR § 84.7 (a) & (b).

92. Defendant has discriminated against Plaintiff (and other individuals with visual impairments) in the unequal provision of the electronic documents on www.flaglercounty.org which Defendant provides to the public. As a result, Plaintiff has experienced exclusion, segregation, mental anguish, and humiliation in violation of his civil rights.
93. Defendant's policies, practices and procedures, particularly the actions and omissions described above have violated Plaintiff's rights under Section 504 by discriminating on the basis of a disability.

94. As a public entity, Defendant knows or should know of the 2003 guidelines provided by the Department of Justice related to providing information to the public in accessible format.

95. Defendant has failed to act on the likelihood of harm each time it has augmented or uploaded new documents on www.flaglercounty.org without addressing the accessibility of those electronic documents for blind and visually impaired individuals. Thus, Defendant has demonstrated deliberate indifference to Plaintiff's federally protected rights in failing to provide equal access to its services, programs and/or activities for blind and visually impaired individuals.

96. Deliberate indifference plainly requires more than gross negligence Loeffер v Staten Island Univ. Hosp., 582 F.3d 268, 275 (2nd Cir. 2009). Deliberate indifference is a deliberate choice Bozeman v Orum, 422 F.3d 1265, 1271 (11th Cir. 2005).

97. Defendant clearly has made a choice on a daily basis in failing to provide effective communication (vis-a-vie its electronic documents on www.flaglercounty.org). Defendant's deliberate choice has demonstrated deliberate indifference (standard) thus showing intentional discrimination.

98. By Defendant's failure to make electronic documents on www.flaglercounty.org accessible or to otherwise respond to Plaintiff's request for accommodation in a meaningful manner (as request was sent via U.S. mail to Defendant on May 25, 2018) Defendant's actions further reflect Defendant's deliberate indifference to the rights of the Plaintiff based on Plaintiff's disability.
99. While in this instance Plaintiff requested accommodation from Defendant, no request for an accommodation is necessary to plead a claim for failure to accommodate where the need for such an accommodation is obvious. See Wilson v. Broward Cty., No. 04-61068, 2006 WL 8431515, at *3 (S.D. Fla. Jan. 13, 2006) (denying a motion to dismiss in a Title II case where plaintiff claimed that his need for accommodation was obvious).

100. The ongoing and continuous act of failing to provide effective communication (related to the operation and maintenance of www.flaglercounty.org) goes beyond gross negligence. Thus, Defendant is in violation of Section 504 of the Rehabilitation Act. See: Liese v. Indian River County Hosp. Dist., 701 F.3d 334, (11th Cir. 2012).

101. The standard for deliberate indifference as set in Liese v Indian River County Hospital District, No. 10-15968 (11th Cir. Nov 13, 2012); See: “[D]eliberate indifference defined in the context as occurring when “the defendant knew that harm to a federally protected right was substantially likely and failed to act on that likelihood,” the Liese court, quoting from T.W. ex rel. Wilson v. Sch. Bd of Seminole Cnty., Fla., 610 F.3d at 604 (11th Cir.2010); accord Loeffler v. Staten Island Univ. Hosp., 582 F.3d 268, 275 (2d Cir.2009); Barber ex rel. Barber v. Colo. Dep’t of Revenue, 562 F.3d 1222, 1228–29 (10th Cir.2009); Duvall v. Cnty. Of Kitsap, 260 F.3d 1124, 1139 (9th Cir.2001); see Fig. 1.

![Diagram](image-url)
102. As a result of Defendant's actions, Plaintiff has been damaged and has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish and has been segregated and prohibited from enjoying the programs, services and activities offered by Flagler County to residents and visitors (through the knowledge gained from its electronic service documents and through participating in the government of Flagler County).

103. Plaintiff is entitled to damages pursuant to Section 504 because of Defendant's deliberate indifference to the inaccessibility of the electronic documents it provides to the public, despite Plaintiff's request for accommodation.

104. Plaintiff has been obligated to retain the undersigned counsel for the filing and prosecution of this action. Plaintiff is entitled to have reasonable attorneys' fees, costs and expenses paid by Defendant Flagler County.

105. For all of the foregoing, Plaintiff has no adequate remedy at law

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Joel Price hereby demands judgment against Defendant Flagler County including a declaratory judgment, pursuant to Rule 57 of the FRCP stating that the Defendant's practices, policies, and procedures have subjected Plaintiff to discrimination in violation of Title II of the ADA and Section 504 of the Rehabilitation Act to permanently enjoin Defendant Flagler County from any practice, policy and/or procedure which will deny Plaintiff equal access to the services, programs and activities offered by Defendant Flagler County to residents and visitors and in participating in the government of Flagler County, as well as:
a) issue a declaratory judgment that Defendant has violated the Plaintiff's rights as guaranteed by Title II of the ADA and Section 504 of the Rehabilitation Act;

b) The Court enter an Order requiring Defendant to update all electronic documents made available to the public to remove barriers in order that individuals with visual disabilities can access the electronic documents to the full extent required by Title II of the ADA and Section 504 of the Rehabilitation Act;

c) enter an Order pursuant to 42 U.S.C. § 12188(a)(2) for permanent injunction which directs Defendant to take all steps necessary to bring the electronic documents which it provides on its electronic media into full compliance with the requirements set forth in the ADA, and its implementing regulations, so that all electronic documents are fully accessible to, and independently usable by, blind and low sighted individuals, and which further directs that the Court shall retain jurisdiction for a period to be determined to ensure that Defendant has adopted and is following an institutional policy that will in fact cause Defendant to remain fully in compliance with the law;

d) Order Defendant to retain a qualified consultant acceptable to Plaintiff ("Mutually Agreed Upon Consultant") who shall assist it in improving the accessibility of its electronic documents, so they are accessible to individuals with visual disabilities who require those electronic documents to be in accessible format or provided in HTML format;
e) Order Defendant to engage a (mutually agreed upon) Consultant to perform an automated accessibility audit on a periodic basis to evaluate whether Defendant’s electronic documents to be accessible to individuals with visual disabilities who require those documents to be in accessible format or provided in HTML format;

f) award damages in an amount to be determined at trial;

g) award Plaintiffs’ reasonable litigation expenses and attorneys’ fees; and

h) award such other and further relief as it deems necessary, just and proper.

Dated this 26th day of September 2018.

Respectfully submitted,

[Signature]

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