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:** Letter of Recognition for Veteran Services Officer Eric Flores Febles from Senator Rick Scott
   - 4b) **Proclamations:** None
   - 4c) **Presentations:** Emergency Management Update by Jonathan Lord, Emergency Management Director

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     - 6a) **Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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) Disbursement Report for Week Ending May 22, 2020
       2) Disbursement Report for Week Ending May 29, 2020
     - 6b) **Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
       1) May 18, 2020 Regular Meeting
       2) June 1, 2020 Regular Meeting

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 Declaring and Extending the State of Local Emergency for Hurricane Matthew. *(Submitted by Jonathan Lord, Emergency Management Director)*
7-b) **Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency and Emergency Orders Pertaining to COVID-19:** Request the Board ratify the Proclamations Extending the State of Local Emergency and Emergency Orders for COVID-19. *(Submitted by Jonathan Lord, Emergency Management Director)*

7-c) **CareerSource Flagler/Volusia 2020-2021 Annual Budget, Appointment of Board Members and Acknowledgement of the Memorandum of Understanding and Infrastructure Funding Agreement between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity:** Request the approval of the CareerSource Flagler/Volusia 2020-2021 Annual Budget, approve the appointment of board members and acknowledgment of the Memorandum of Understanding and Infrastructure Funding Agreement between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity. *(Submitted by Administration)*

7-d) **Library Board of Trustees Appointment:** Request the Board to consider the reappointment of Ms. Sharon Atack to the Library Board of Trustees for a three-year term that would expire June 7, 2023. *(Submitted by Mari Davie, Administration)*

7-e) **Consideration of Accepting Unanticipated Revenue in the Amount of $89,505.15 from Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource for Older Americans Act, Amendment 1 to Contract OAA A020-FCBCC:** Request the Board approve the Unanticipated Revenue Resolution in the amount of $89,505.15. *(Submitted by Joyce Bishop, Health and Human Services Director)*

7-f) **Approval of Bid Award 20-032B to Strickland Sod Farm, Inc. for Sod Materials not to Exceed $50,000.00 Annually:** Request the Board approve Bid Award 20-032B to Strickland Sod Farm, Inc. of Bunnell, FL for Sod Materials Not-to-Exceed $50,000.00 annually, for a period of two (2) years with the option of three (3) additional one (1) year renewals and authorize the Chair to execute the contract as approved to form by the County Attorney and Approved by the County Administrator. *(Submitted by Holly Durrance, Purchasing Manager)*

7-g) **Approval of Bid Award ITB-20-043B to VerdeGo, LLC of Bunnell, Florida for Landscape and Grounds Maintenance:** Request the Board approve Bid Award 20-043B to VerdeGo, LLC of Bunnell, Florida at an Estimated Annual Cost of $148,527.19 for a period of two (2) years with the option to renew for three (3) additional, one (1) year terms if mutually agreed upon by the parties. *(Submitted by Holly Durrance, Purchasing Manager and Heidi Petitio, General Services Director)*

7-h) **Consideration of Bid Award 20-045B to Halifax Paving Inc. for Flagler Executive Airport Runway 6-24 Rehabilitation:** Request the Board approve Bid Award 20-045B to Halifax Paving Inc. for Flagler Executive Airport Runway 6-24 Rehabilitation and authorize the Chair to execute the contract as approved in form by the County Attorney. *(Submitted by Holly Durrance, Purchasing Manager and Roy Sieger, Airport Director)*
Flagler County Board of County Commissioners
Meeting Agenda
June 15, 2020 • 5:00 p.m.
Government Services Building 2, Board Chambers, 1769 E. Moody Blvd., Bunnell, FL 32110

7-i) Consideration of a Federal Aviation Administration (FAA) Grant Offer in the Amount of $6,769,818 to Assist with Funding for the Rehabilitation of Runway 06-24-Construction at the Flagler Executive Airport: Request the Board approve the FAA Grant Offer authorizing the Chairman to execute the agreement accompanying the Offer and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions, all as approved in form by the County Attorney. (Submitted by Roy Sieger, Airport Director)

7-j) Consideration of a Resolution and First Amendment to the Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $1,976,484 to Assist with Funding for the Rehabilitation of Runway 06-24-Construction at the Flagler Executive Airport: Request the Board approve the FDOT First Amendment to the PTGA and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions, all as approved in form by the County Attorney. (Submitted by Roy Sieger, Airport Director)

7-k) Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $50,000 to Assist with Funding to Rehabilitate the Primary Sanitary Sewer Lift Station at the Flagler Executive Airport: Request the Board approve the FDOT PTGA and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions approved as to form by the County Attorney. (Submitted by Roy Sieger, Airport Director)

7-l) Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $250,000 to Assist with Funding to Replace Air Traffic Control Tower (ATCT) Equipment at the Flagler Executive Airport: Request the Board approve the FDOT PTGA and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions approved as to form by the County Attorney. (Submitted by Roy Sieger, Airport Director)

7-m) Access License to City of Palm Coast for Canal Maintenance Adjoining Lehigh Trail: Request the Board approve the license, and further authorize the County Administrator to execute all necessary documents associated with license including any amendments approved, all as approved in form by the County Attorney. (Submitted by Michael Lagasse and County Attorney’s Office)

7-n) Amended and Restating Resolution 2011-07 Establishing a Policy for the Payment of Claims: Request the Board adopt the resolution amending and restating Flagler County
Resolution 2011-07 as approved to form by the County Attorney. *(Submitted by John Brower, Financial Services Director)*

7-o) Request the Board to approve a Single Source Contract with Charter Communications Operating, LLC, for Internet Services throughout Flagler County: Request the Board to Approve a Single Source Procurement for Internet Services throughout Flagler County with Charter Communications Operating, LLC. and authorize the Chair to execute the renewal contract as approved to form by the County Attorney and approved by the County Administrator. *(Submitted by Holly Durrance, Purchasing Manager and Jarrod Shupe, Chief Information Officer)*

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

8-a) QUASI-JUDICIAL – Application #3181 – Request for Final Plat Approval for Huntington Villas Phase 2-A Subdivision. Owner: BADC Huntington Communities, LLC; Agents: Howard Lefkowitz, with BADC, and Randy Hudak, P.E., with Zev Cohen & Associates, Inc. *(Project #2019050018)*: Staff’s review of the request indicates that the required submittals have been received and the plat is consistent with: the previously-approved PUD development standards and the PUD Site Development Plan; the Comprehensive Plan; the Land Development Code; the Hunter’s Ridge DRI Development Order; and Chapter 177, Florida Statutes. Options for the Board are: 1) Approval; 2) Denial; or 3) Tabling. *(Submitted by Adam Mengel, Planning Director)*

9. Public Hearings: None

10. Additional Reports and Comments:

10-a) County Administrator Report/Comments

10-b) County Attorney Report/Comments

10-c) 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-d) Commission Reports/Comments/Action

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.
June 1, 2020

Eric Flores Febles  
Veterans Service Officer  
Flagler County Veterans Services

Dear Eric:

It is my honor to recognize your hard work and service to the State of Florida and our communities through Flagler County Veterans Services. Thank you for all you do to support our nation’s veterans.

As a Navy veteran myself and the son of a World War II veteran, I know firsthand that our men and women in uniform and their families make sacrifices every day to defend our freedom. Members of our Armed Forces truly represent the best of what it means to be an American and a Floridian - none of the opportunities and freedoms we have as Americans would be possible without the dedicated service of our brave heroes.

Throughout my time as Governor of Florida, I made it my mission to turn our state into the most military and veteran-friendly state in the nation by championing important legislation and funding to support priorities that matter most to Florida’s military families. Fighting for our heroes continues to be my top priority as a U.S. Senator and a member of the Armed Services Committee. I will always do everything I can to support our military members, veterans, and their families so they can succeed and pursue their dreams.

Again, thank you for your service to the state and our veteran community. The hard work and dedication of Floridians like you are what make our state the best place to live, work, and raise a family. I wish you the best in your future endeavors.

Sincerely,

Rick Scott  
United States Senator
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*"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated*
## Invoices Processed for week ending 05/22/2020

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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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Invoices Processed for week ending 05/22/2020

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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 05/22/2020

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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 05/29/2020

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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 05/29/2020

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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 05/29/2020

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## Invoices Processed for week ending 05/29/2020

**Date:** 06/04/2020

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

Invoices Processed for week ending 05/29/2020

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"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MAY 18, 2020

REGULAR MEETING

Present: Chair David Sullivan, Vice Chair Joe Mullins, Commissioners Charles Ericksen, Gregory Hansen, and Donald O’Brien, Jr., County Administrator Jerry Cameron, County Attorney Al Hadeed and Deputy Clerk Deb Jenkins

Chair Sullivan called the meeting to order approximately 5:00 p.m., held as a virtual meeting due to the coronavirus pandemic.

ITEM 1 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair Sullivan led the Pledge to the Flag and requested a moment of silence.

ITEM 2 – ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Sullivan announced three items to be added to the agenda under General Business:

- Item 8b – Construction of the New Sheriff’s Operation Center Discussion
- Item 8c – Open Letter from Leaders of Flagler County and its Municipalities Discussion
- Item 8d – Short Term Vacation Rental Consideration

A motion was made by Commissioner Hansen to add Items 8b, 8c and 8d to the agenda as presented. Seconded by Commissioner Ericksen.

Chair Sullivan called the question. Motion carried unanimously.

ITEM 3 – ANNOUNCEMENTS BY THE CHAIR

Chair Sullivan announced the following:

- The public could participate in the virtual meeting by calling (386) 313-4001 or by email to publiccomments@flaglercounty.org
- Non-essential County meetings cancelled until further notice
- Upcoming meetings:
  - Regular Meeting – June 1, 2020 at 9 a.m.

ITEM 4 – RECOGNITIONS

None

ITEM 4B – PROCLAMATIONS

None
ITEM 4C1 – PRESENTATION: EMERGENCY MANAGEMENT UPDATE BY JONATHAN LORD, EMERGENCY MANAGEMENT DIRECTOR

Jonathan Lord, Emergency Management Director, gave an update on the County’s COVID-19 response to date. Reported the governor, during his most recent press conference, stated he would allow vacation rentals to reopen on a county-by-county basis once an approved safety plan was submitted to the Department of Business and Professional Regulation.

Commissioner Ericksen commended Jonathan Lord.

ITEM 4C2 – PRESENTATION: FLAGLER COUNTY CLERK UPDATE BY TOM BEXLEY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

Tom Bexley, Clerk of the Circuit Court & Comptroller, reported on the 2019 CAFR (Countywide Annual Financial Report) and explained it was utilized by many different entities to qualify the County for grants, loans, bonds, etc., and must be submitted to the State Auditor General by March 31, but a more widely accepted date was June 30.

Stated earlier this year statements were made about the timing and submission of the CAFR by colleagues at the County and he would like to clarify some things. Commented he appreciated the support and confidence of his office’s work with the County’s contracted outside audit firm to finalize the CAFR by the June 30 deadline. Explained there were a lot of moving parts to the CAFR that might delay that and as of last week there were outstanding items delaying the audit from moving forward, but a “lion’s share” of those items had been submitted. Commented he was optimistic the June 30 deadline could be met, but that was based on the engagement by his fellow Constitutional Officers, the County Administrator and Director of Financial Services. Stated given the tightness of the proposed timeline to submit, and the fact that a presentation had to be made to the BCC by the auditors, he recommended scheduling a special meeting of the BCC on June 30.

Chair Sullivan agreed.

County Administrator Cameron agreed. Stated there were a number of workshop items that could be added to an agenda so it would not be a single item meeting.

Clerk Bexley announced the Clerk’s Office was expected to reopen on June 1, subject to Supreme Court and Circuit Court orders. Advised the public would be required to wear face masks when entering the building to do business with Clerk’s Office and the employees would extend that courtesy back. Reviewed further safety measure to be taken. Thanked County for its assistance and support.

Commissioner O’Brien inquired about the backlog of filings.

Mr. Bexley replied many court proceedings were being done virtually and jury trials were on hold until at least July. Commented his office tried to stay on the cutting edge of technology with a lot of the business being done virtually, but there would be a backlog.
ITEM 4C3 – PRESENTATION: ECONOMIC IMPACTS OF COVID-19 ON NORTHEAST FLORIDA BY JACK SHAD AND SEAN LAHAV FROM THE NEFRC

Sean Lahav, Resiliency Coordinator for Northeast Florida Regional Council, presented a PowerPoint (On file in the Clerk’s Office) showing the potential economic impacts of the COVID-19 shutdown on the region using the REMI (Regional Economic Models, Inc.) model.

Jack Shad, Economic Development Project Manager, reviewed assumptions that went into the study and the results. Stated the forecast was based on a best case scenario and projected a strong recovery in the third quarter, and the country would get to where it was before the pandemic around the end of 2021. Reviewed forecasts for regional and national job losses and would continue to update those forecasts.

ITEM 5 – COMMUNITY OUTREACH

Luci Dance, Executive Administrative Assistant, stated public comments had been received (on file in the Clerk’s Office) and summarized those comments:

- Andres Nazario, co-owner of Casas de la Playa, requested the BCC expedite guidelines for the reopening of vacation rentals before Memorial Day.

- Jane Gentile Youd, Plantation Bay, requested updates on the Plantation Bay Water and Wastewater, Bings Landing lawsuit, abandoned hotel on Old Dixie Highway, and flight school hours. Thanked Jerry Cameron.

- Richard Hamilton, Flagler County, expressed support for the revised Tourist Development Fund 110 Event Grant guidelines and favored continued consideration for additional ways to support local cultural organizations.

- Kim Strelke, Flagler County, felt vacation rentals were safer than hotels and the owners can pick and choose from which states/regions people were allowed to rent. Added owners should sterilize all surfaces and linens and be required to have hand sanitizers on the premises.

CONSENT AGENDA – ITEMS 6A THROUGH 7J

Commissioner Ericksen pulled Item 7d for discussion.

Chair Sullivan pulled Item 7j for discussion.

A motion was made by Commissioner Hansen to approve the Consent Agenda with the exception of Items 7d and 7j. Seconded by Commissioner Ericksen.

Chair Sullivan called the question. Motion carried unanimously.

ITEM 6A – BILLS AND RELATED REPORTS

The report(s) of funds withdrawn from the 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.

• Disbursement Report for Week Ending April 24, 2020 in the amount of $4,075,403.11
• Disbursement Report for Week Ending May 1, 2020 in the amount of $2,029,785.77

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

The minutes of the May 4, 2020 Regular Meeting were approved as part of the Consent Agenda.
ITEM 7A – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE MATTHEW

The following request was ratified as part of the Consent Agenda:

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: May 18, 2020

OVERVIEW/SUMMARY: On October 4, 2016, based on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of Hurricane Matthew. 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 in seven day increments as needed.

Hurricane Matthew struck the County on October 7, 2016 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. During this state of local emergency, the County has completed installation of seawalls in Painters Hill and an emergency berm in much of the unincorporated county. 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.

In Flagler Beach, the coastline remains in disrepair with damaged dunes and much of A1A in need of a long term solution. The County has entered into an agreement with the Army Corps of Engineers to restore dunes in southern Flagler Beach and is coordinating with FDOT to restore dunes in the northern half of Flagler Beach. County staff have begun a broad public outreach to educate the public about these efforts and to secure the legal authorization from property owners to renourish dunes within Flagler Beach. The public is encouraged to visit www.ShoreUpTheShore.org for further information.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

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, 05/05/2020
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/12/2020
ITEM 7B – RATIFICATION OF FLAGLER COUNTY EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY AND EMERGENCY ORDERS PERTAINING TO COVID-19

The following request was ratified as part of the Consent Agenda:

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency and Emergency Orders Pertaining to COVID-19.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: On March 16, 2020, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of COVID-19. By law, the Proclamation may only last for seven days but may be renewed in seven-day increments as needed. Accordingly, as the emergency conditions persist, the Chair successively extends the State of Local Emergency by Proclamation every seven days and the Board ratifies the extensions at the next regularly scheduled Commission Meeting.

During a declared state of local emergency, the County Administrator and the Emergency Management Director have the authority to issue emergency orders to address the emergency in real time. Under County Code Section 12-34, such actions must be reported to the Commission as soon as practical under the circumstances.

On March 23rd, the County Administrator issued Emergency Order 2020-01, closing the County’s beaches and park facilities in order to curb the community spread of Covid-19. Next, in order to limit the exposure of County staff and the Clerk’s staff to pathogens, on March 25th, the County Administrator issued Emergency Order 2020-02, authorizing the use of electronic signatures and electronic documents in the transaction of County business. Then, on March 30th, following the lead of the Florida Governor, the County Administrator issued Emergency Orders 2020-03 and 2020-04. These orders mandate the self-isolation of visitors to the County arriving from hot spot areas. The orders also suspend the operation of short term vacation rentals and require hotels to keep a report of guests from hot spot areas for use by the Health Department if necessary.

The County also responded to the Governor’s executive order allowing local governments to meet virtually. The County issued Emergency Order 2020-05, effective April 2nd, to implement the Governor’s order. The Board adopted this order as an emergency rule as required by Chapter 252, Florida Statutes. The County will continue to abide by this order until such time as the order is terminated or renewed or as it may be modified depending on circumstances.

In response to changing conditions, on April 21st, the County issued Emergency Order 2020-04, allowing a modified re-opening of beaches and parks in coordination with municipalities.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency and Emergency Orders for COVID-19.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – COVID-19, 05/04/2020
ITEM 7C – CITIZENS REPRESENTATIVE APPOINTMENT TO THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION CITIZENS ADVISORY COMMITTEE

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

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

SUBJECT: Citizens Representative Appointment to the River to Sea Transportation Planning Organization Citizens Advisory Committee.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: The citizen representative appointment for River to Sea Transportation Planning Organization (R2CTPO) has expired for the Citizens Advisory Committee (CAC). Ms. Marcia Steven Foltz has applied for reappointment to this position. Staff has verified the applicant is a Flagler County resident and a registered voter.

Citizens Advisory Committee:

Function: This 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.

Meetings: 3rd Tuesday of the month at 1:15 p.m. at the River to Sea TPO’s Daytona Office

Liaison: Debbie Stewart, TPO Admin Asst, DStewart@R2CTPO.org (386) 226-0422 x20425

Vacancies are advertised on the County’s website, www.FlaglerCounty.org. If any further applications are received, they will be presented to the Board prior to the meeting.

DEPARTMENT CONTACT: Mari Davis, Executive Administrative Assistant (386) 313-4094

RECOMMENDATION: Request the Board consider the reappointment of Ms. Marcia Steven Foltz as the citizen representative to the Citizens Advisory Committee for a two-year term.

ATTACHMENTS:
1. Application: Ms. Marcia Stevens Foltz
ITEM 7E – CONSIDERATION OF A MULTI-YEAR CONTRACT BETWEEN FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TO CONTINUE TO SERVE AS THE COMMUNITY TRANSPORTATION COORDINATOR (CTC) IN FLAGLER COUNTY

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

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

SUBJECT: Consideration of a Multi-Year Contract Between Flagler County Board of County Commissioners and the State of Florida Commission for the Transportation Disadvantaged (CTD) to continue to serve as the Community Transportation Coordinator (CTC) in Flagler County.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: Flagler County has been the Community Transportation Coordinator (CTC) for the Transportation Disadvantaged program in Flagler County since March 2004. This allows Flagler County Public Transportation (FCPT) to serve as the sole provider of trips for transportation disadvantaged individuals who reside within Flagler County. This also enables Flagler County to receive grant funds for operating reimbursement and capital equipment with little to no match (0 – 20% grant match). FCPT is a fully integrated coordinated transportation system for paratransit and other eligible passengers in the County designated service area. The current CTC contract expires on June 30, 2020.

At the February 3, 2020 Regular Meeting, the Board adopted Resolution 2020-04 to continue to serve as the CTC in Flagler County. Attached is a new agreement for the County to continue to serve as the CTC for the period of July 1, 2020 to June 30, 2025.

FUNDING INFORMATION: Approval of this agreement obligates Flagler County to provide transportation services for transportation disadvantage individuals residing within Flagler County. The County will continue to receive grant funding from the Florida Commission for the Transportation Disadvantaged. Grant funding for this purpose is included in the FY21 budget at $463,513.00.

DEPARTMENT CONTACT: General Services, Heidi Petto (386) 313-4185

RECOMMENDATIONS: Request the Board approve the Memorandum of Agreement to continue to serve as the CTC for Flagler County.

ATTACHMENTS:
1. Resolution 2020-04
2. Memorandum of Agreement
ITEM 7F – RATIFICATION OF FY2020/2021 APPLICATION SUBMISSION TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) FOR THE SHIRLEY CONROY RURAL CAPITAL ASSISTANCE SUPPORT GRANT AND AUTHORIZING RESOLUTION IN THE AMOUNT OF $157,031.00

The following request was ratified as part of the Consent Agenda:

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

SUBJECT: Ratification of FY2020/2021 Application Submission to the Florida Commission for the Transportation Disadvantaged (CTD) for the Shirley Conroy Rural Capital Assistance Support Grant and Authorizing Resolution in the Amount of $157,031.00.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: The Florida Commission for the Transportation Disadvantaged has announced the application period for the Shirley Conroy Rural Area Capital Assistance Support grant funds to provide financial assistance to eligible recipients in rural areas for the purchase of capital equipment. Flagler County was notified on April 6, 2020 that funding for this purpose was to become available for the upcoming fiscal year. The deadline for submission was May 8, 2020. The grant applications and supporting resolution are attached for review and subsequent approval. If awarded, the grant funds of $157,031.00 (which requires no local match, due to our REDI County Status) will be used to purchase additional hardware and software for our Transportation vehicles to complement our newly installed Route Match Transportation software.

FUNDING INFORMATION: This grant requires no local match and funding will be appropriated once the grant agreement is received.

DEPARTMENT CONTACT: General Services, Heidi Petito, 313-4185

RECOMMENDATIONS: Request the Board approve the submittal of the application for the Florida Commission for Transportation Disadvantaged (CTD) and adopt the resolution authorizing the County Administrator to execute the application and all associated documents related to the application acceptances, full implementation and closeout including but not limited to serving as the authorized representative for reimbursement of the grant if awarded.

ATTACHMENTS:
1. CTD Grant Application
2. Grant Resolution
ITEM 7G – CONSIDERATION OF A RESOLUTION AND FY 2020/2021 FLAGLER COUNTY PUBLIC TRANSPORTATION GRANT APPLICATION SUBMISSION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 5311 – CARES ACT ASSISTANCE PROGRAM IN THE AMOUNT OF $217,751.00

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

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

SUBJECT: Consideration of a Resolution and FY 2020/2021 Flagler County Public Transportation Grant Application Submission to the Florida Department of Transportation (FDOT) 5311 – CARES Act Assistance Program in the amount of $217,751.00.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) advised Flagler County of its eligibility to apply for FTA 5311 CARES Act funds, which apply to operating or capital expenses of recipients who operate or contract public transportation services in non-urbanized areas. This federal funding requires no local match and is designed to help transit agencies prevent, prepare for and respond to the COVID-19 pandemic.

Flagler County Public Transportation is requesting that these funds be split to cover capital and operating expenses. It is our desire to purchase three high-roof Ford Transit type vehicles at a cost of $143,466, and apply the remaining $74,285 for operating assistance.

The application will be completed and sent to the granting agency prior to the deadline of June 1, 2020.

FUNDING INFORMATION: This grant requires no local match and if approved, will need to be added to the FY 2020/2021 budget.

DEPARTMENT CONTACT: General Services, Heidi Petito (386) 313-4185

RECOMMENDATIONS: Request the Board adopt the resolution which authorizes the County Administrator to submit and execute the grant agreement, if awarded, and any other documentation associated with the implementation of the grant.

ATTACHMENTS:
1. Resolution
2. Application
ITEM 7H – INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SCHOOL DISTRICT TO ALLOW HEAVY EQUIPMENT TRAINING ON COUNTY PROPERTY

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

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

SUBJECT: Interlocal Agreement with the Flagler County School District to Allow Heavy Equipment Training on County Property.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: The Flagler County School District’s Flagler Technical Institute (FTI) has identified a need for training a workforce of heavy equipment operators. The Interlocal Agreement will allow FTI to utilize the County’s borrow pit and staging area on State Road 100 for supervised experience and instruction related to FTI’s Heavy Equipment Operator Technician Program. By supplying the space for this training, the County supports FTI’s effort to provide the community with a continuing source of well-prepared heavy equipment operators. The agreement provides protections for the County, including insurance requirements and indemnification, and FTI will supply the trainees with all necessary instruction, supervision, equipment and protective gear.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, County Engineer (386) 313-4006

RECOMMENDATION: Approve the Interlocal Agreement with the Flagler County School District to allow heavy equipment training on County property.

ATTACHMENTS:
1. Interlocal Agreement
ITEM 7I – CONSIDERATION OF FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL, REVISION OF GUIDELINES FOR FUND 110 SPECIAL EVENT MARKETING GRANT

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

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

SUBJECT: Consideration of Flagler County Tourist Development Council Revision of Guidelines for Fund 110 Special Event Marketing Grant.

DATE OF MEETING: May 4, 2020

OVERVIEW/SUMMARY: On April 15, 2020 the Flagler County Tourist Development Council met to review the proposed changes to the Guidelines for the Fund 110 Special Event Marketing Grant (SEMG).

These changes were a result of the recent strategic plan and the board’s desire to ensure a better ROI was in place for future funding using Tourism Development Tax (TDT) revenues. The proposed Guidelines demonstrate a more fiscally responsible steward of the TDT and will be more in line with current industry best practices for special event grant funding. The changes also addressed frequent feedback from prior applicants with regards to challenges with being able to verify room nights.

The most significant changes are in the following areas:
- Merged two grant applications (Overnight Stay Grant & Regional Drive Market) into one application.
- Increased eligibility for maximum in funding.
- Allowable expenses-for marketing and promotion outside of Flagler County only.
- Scoring criteria.
- Tracking of attendance/room nights for all events.
- Required reporting guidelines.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Amy Lukasik, Tourism Executive Director (386) 313-4226

RECOMMENDATION: Request the Board approve the Flagler County Tourist Development Office Revised Guidelines for Fund 110 Special Event Marketing Grant as approved to form by the County Attorney.

ATTACHMENTS:
1. Fund 110 Special Event Marketing Grant Guidelines
2. DRAFT Minutes TDO April 15 Meeting – MOTIONS ONLY
The following items were pulled from the Consent Agenda for discussion and action:

**ITEM 7D – TOURIST DEVELOPMENT COUNCIL APPOINTMENT:**

The following request was submitted by Mari Davis, Executive Administrative Assistant:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONSENT / AGENDA ITEM #7d**

**SUBJECT:** Tourist Development Council Appointment.

**DATE OF MEETING:** May 18, 2020

**OVERVIEW/SUMMARY:** The Tourist Development Council received a request from the City of Flagler Beach to replace the appointment of Commissioner Eric Cooley with Commissioner Ken Bryan as the representative for Flagler Beach in the category of “Elected Municipal Officer”. Mr. Ken Bryan has submitted an application for appointment consideration. Mr. Bryan is a Flagler County resident, and staff has verified he is a registered voter.

**Tourist Development Council:**

Function: To recommend to the Board expenditures of tourist development tax monies and to generally review and make recommendations on other aspects of tourism in the County.

Membership: Consists of 9 members - the Board of County Commission Chair, 2 elected municipal officials (1 from the most populous municipality in the County), 3 owners or operators of business subject to tourist development tax, and 3 involved in tourist industry. FL Statute 125.0164

**Appointment Terms:** Four-year terms

**Meeting Information:** 3rd Wednesday of the month at 9:00 a.m. at the Government Services Complex, Building 2, in the Chambers

**Staff Liaison:** Amy Lukasik, Tourism Director (386) 313-4230

Vacancies are advertised on the County’s website, www.FlaglerCounty.org.

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

**FUNDING INFORMATION:** N/A

**DEPARTMENT CONTACT:** Mari Davis, Executive Administrative Assistant (386) 313-4094

**RECOMMENDATION:** Request the Board consider the appointment of Mr. Ken Bryan to the Tourist Development Council in the category of “Elected Municipal Officer”, for a four-year term.

**ATTACHMENTS:**
1. Application: Mr. Ken Bryan
(Item 7d – continued)

Commissioner Ericksen questioned if having another Flagler Beach person in the seat for four more years would be denying representation from other jurisdictions. Questioned Ken Bryan’s abilities for the position.

Chair Sullivan favored having representation from Flagler Beach. Stated Mr. Bryan was a solid citizen with good intelligence. Commented having someone from Flagler Beach on the Tourist Development Council made a lot of sense.

Commissioner O’Brien questioned why the BCC was discussing this, noting an elected body appointed this person to represent it.

Commissioner Ericksen asked how long Eric Cooley held seat. Stated usually more information was given and he was simply asking questions.

Chair Sullivan replied two years.

A motion was made by Commissioner Hansen to approve Item 7d, the appointment of Ken Bryan to the Tourist Development Council. Seconded by Commissioner O’Brien.

Chair Sullivan called the question. Motion carried unanimously.
ITEM 7J – CONSIDERATION OF RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $6,000,000 ARMY CORP BEACH RENOURISHMENT LOCAL MATCH NOTE, SERIES 2020:

The following submitted by John Brower, Financial Services Director:

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

SUBJECT: Consideration of Resolution Authorizing the issuance of Not to Exceed $6,000,000 Army Corp Beach Renourishment Local Match Note, Series 2020:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $6,000,000 GRANT ANTICIPATION NOTE, SERIES 2020 FOR THE PURPOSE OF FINANCING THE INTERIM COSTS OF CERTAIN MATCH FUNDING FOR BEACH RENOURISHMENTS AS DESCRIBED HEREIN AND PAYING THE COSTS RELATED THERETO SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS CONTAINED HEREIN; AWARDING THE NOTE TO BANK OF AMERICA, N.A. AT A NEGOTIATED SALE; PROVIDING FOR THE PAYMENT OF SAID NOTE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; AUTHORIZING THE COUNTY TO ENTER INTO AN ENGAGEMENT LETTER WITH PFM FINANCIAL ADVISORS LLC TO PROVIDE FINANCIAL ADVISORY SERVICES RELATING TO THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: Staff is seeking approval to pledge non-ad valorem revenue for repayment of a loan not to exceed $6,000,000. During the Board’s April 6, 2020 meeting the Board agreed to move forward with the issuance of short-term debt to fund the County’s local match towards the Project Partnership Agreement (PPA) between the Department of the U.S. Army Corps of Engineers (ACOE) and Flagler County for the Coastal Storm Risk Management Project. In the PPA, the initial phase for the beach/dune work is estimated to cost $17,494,000 with the County’s share projected to be a maximum of $6,123,000. While the non-ad valorem revenue is pledged for repayment, the County has a Joint Participation Agreement (JPA) with the Florida Department of Transportation for 100% reimbursement of the County’s local match; which will then be used to pay off this loan in full.

FUNDING INFORMATION: The County must expend the funds to get reimbursed by the Florida Department of Transportation, thus the need for this short-term loan. Ultimately, the County will pay nominal holding and interest costs and receive in return the beginning of a long-term beach renourishment and maintenance program with the ACOE. Funding related to the ACOE Coastal Storm Risk Management Project will be appropriated with the attached Unanticipated Revenue Resolution and Budget Transfer to establish and amend capital and debt service funds.

DEPARTMENT CONTACT: John Brower, Financial Services Director (386) 313-4036
Al Hadeed, County Attorney (386) 313-4005

RECOMMENDATION: Request the Board approve the Resolution for the issuance of not to exceed $6,000,000 Grant Anticipation Note, Series 2020, authorize the Chair to execute the Agreement as approved as to form by the County Attorney, and adopt the Unanticipated
(Item 7j – continued)

Revenue Resolution and Budget Transfer to establish and appropriate funding in the capital and debt service funds.

**ATTACHMENTS:**
1. Resolution – Flagler County ACOE Note, Series 2020
2. Resolution – Unanticipated Revenue Resolution
3. Agreement – Flagler County ACOE Note, Series 2020
4. Budget Transfer

Chair Sullivan asked County Attorney Hadeed for an update.

County Administrator Cameron replied they were planning an update under County Administrator and County Attorney reports. Recommended it be taken up then.

Chair Sullivan agreed.

Chair Sullivan asked for public comment. There was none.

A motion was made by Commissioner Hansen to approve Item 7j. Seconded by Commissioner Ericksen.

Chair Sullivan called the question. Motion carried unanimously.
May 18, 2020
Regular Meeting

GENERAL BUSINESS

Chair Sullivan announced would like Item 8d heard after Item 8a.

There was no objection.

ITEM 8A – FLAGLER COUNTY MEDICAL PLAN FUND UPDATE

Sherry Bugnet, Bailey Group, Benefit Consultant for Flagler County, gave a Power Point presentation *(on file in the Clerk’s Office)* for the current plan year and made recommendations on funding for the upcoming plan year. Stated the following were three options to consider:

- **Option 1:** Employer absorbs entire increase; 
  Increase employer contribution from $10,500 to $10,815 per employee per year with no increase to employee contribution
- **Option 2:** Employer and employees both have 2.79% in cost; 
  Employer contribution from $10,500 to $10,793 per employee, per year; and increase employee contribution by 2.79%
- **Option 3:** Employees absorb entire 2.79% increase; 
  employer contribution remains $10,500 per employee, per year; increase employee contribution by 53%

Stated a decision would be needed soon in order to start open enrollment.

Commissioner O’Brien asked if data was based on start of plan through the end of March. Also asked when open enrollment started.

Ms. Bugnet replied yes, and just received April data yesterday, but did not believe it would impact the recommendations that were given. Stated open enrollment usually started in July.

Commissioner O’Brien favored waiting until receiving the April data.

Chair Sullivan asked if this needed to be done before July.

Ms. Bugnet replied she would need decision by the middle of June to allow time to prepare before sending it out to employees to review during open enrollment.

Mr. Cameron recommended distributing this presentation immediately and then place the item on the June 1 agenda to ensure having it done within the month of June.

**There was BCC consensus to delay a vote in order until more data could be received.**
ITEM 8B – CONSTRUCTION OF NEW SHERIFF’S OPERATION CENTER
DISCUSSION

Chair Sullivan turned the gavel over to Vice Chair Mullins.

Vice Chair Mullins recognized Commissioner Sullivan.

Commissioner Sullivan made a motion that the time had come for the Flagler County BCC to make the final decision on the location and go ahead with construction of a new Sheriff’s Operations Center building. The location to be the land previously purchased by the County, in Bunnell at that time for the new South Library. County Administrator is directed to take this action immediately and to pursue a plan to purchase the land across the street belonging to the First Baptist Church of Bunnell for the eventual site of the Flagler County South Library. Seconded by Commissioner Hansen for discussion.

Commissioner O’Brien asked the County Administrator to speak.

County Administrator Cameron stated to wait for the outcome of negotiations with First Baptist Church would delay the project by probably three months, explaining discussions were positive at the moment and the County had a letter of intent. Stated if wanting to proceed expediently, then this motion would certainly do that and design could begin tomorrow.

Commissioner O’Brien asked for further clarification.

County Administrator Cameron explained presently, at the direction of the BCC, both buildings were to be placed on the library site; however, while the architects have said that was doable, it was less than ideal. Stated subsequent to that decision by the BCC, there came the possibility to acquire additional the land across the street that would make it large enough to put the library on. Stated the motion would allow the start of the design and construction to begin approximately three months sooner.

Commissioner Sullivan noted there was a lot of reasons to do this but one of the reasons was the Sheriff’s Office was still temporarily in the courthouse, which was promised for only a couple of years. Added he spoke with Holly Albanese, the Library Director, and she favored the church property site. Felt the time had come to make a decision.

Vice Chair Mullins asked if it had been decided the County could not put both buildings on the same site.

County Administrator Cameron reiterated the architects said while it was possible, it was less than ideal and would not allow for future expansion.

Rick Staly, Flagler County Sheriff, explained the expansion issues indicated in the study and, according to both architects, there would be increased costs for infrastructure. Opposed placing both facilities on the same property. Favored not waiting any longer for a decision.
May 18, 2020
Regular Meeting

(Item 8b – continued)

Commissioner Mullins asked how many total acres on both sites.

County Administrator Cameron replied approximately 14 acres each site, but not all was usable.

Sheriff Staly clarified the buildable area for the current site was only 8.4 acres according to the architect and design people, which was why it was so tight for the two building and community center that was discussed.

Chair Sullivan pointed out it was agreed that a replacement for the Wickline Center was to be included with the South Library.

Vice Chair Mullins requested public comment. There was none.

Vice Chair Mullins called the question. Motion carried unanimously.

ITEM 8C – OPEN LETTER FROM LEADERS OF FLAGLER COUNTY AND ITS MUNICIPALITIES

Chair Sullivan opened discussions regarding the letter (on file in the Clerk’s Office).

Commissioner Mullins stated he was confused because he thought everyone was working together, but believed there was concern two sources of information were going out. Commented he represented the people and if there was something going against someone’s constitutional rights then the BCC should listen. Favored having further discussions on emergency planning.

Commissioner O’Brien noted he had not seen letter until the start of this meeting and did not see anything disagreeable in it. Asked Mr. Cameron for background on the genesis of the letter.

County Administrator Cameron replied he was not sure of the genesis, but having read it and having promoted cooperation and unity since being here, it would be disingenuous for him not to sign it. Stated did not see anything in letter that seemed problematic, but recommended the BCC consider a working group to see what sort of document might ultimately come out of this.

Commissioner Hansen commented obviously there was a problem; why else would the letter be written. Recommended asking why the authors felt the need to write the letter.

Chair Sullivan stated he saw no problem with letter, but did not want to just turn decision making over to the emergency management teams in all cases. Asked for the BCC to authorize him signing the letter and to establish a working group to look at the current emergency management situation regarding creating some kind of interlocal policy to apply across the county.
(Item 8c – continued)

A motion was made by Commissioner Mullins to ask the County Administrator to form a working group and establish a procedure for information to go out.

Motion died for lack of second.

Commissioner O’Brien commented he did not feel the letter’s intent was for any municipality or the County to give up any their statutory responsibilities.

A motion was made by Commissioner O’Brien to approve the Chairman signing the letter. Seconded by Commissioner Hansen.

Chair Sullivan requested public comment. There was none.

Chair Sullivan called the question. Motion carried unanimously.

Chair Sullivan commented some additional action might be required to follow up to this letter. Noted there was a sentence within letter that could be interpreted in different ways, “there are times where we, as elected officials, need to step in and be the decision makers”, which was one of the reasons to form a working group to make sure any policy that came out was carefully looked at and have an interlocal agreement on it.

Commissioner Mullins commented COVID-19 had impacted many different areas, such as the mental, financial, and physical health of people during this shutdown.

There was BCC consensus to ask the County Administrator to follow up with the other community leaders regarding possibly forming a working group.

ITEM 8D: SHORT TERM VACATION RENTAL PLAN CONSIDERATION

Amy Lukasik, Tourism Development Director, presented a PowerPoint and reviewed the highlights of the plan (on file in the Clerk’s Office).

Announced last Friday Governor DeSantis signed Executive Order 20-123 where counties could seek approval to operate vacation rentals with a written request from the County Administrator and a County Safety Plan for Vacation Rental Operations submitted to the Florida Department of Business and Professional Regulation (DBPR) for approval. Stated she collaborated with the County’s counterparts in the region and while each county had its individual issues, they felt the more unified their plans were as a region the more likely they would get approved. Explained approximately 90% of Flagler County’s tourism rental products would currently be affected by this plan, so that allowed DBPR to accept this plan to reopen, or not.

Commissioner Mullins read an email from the Hammock Beach Resort in support of reopening. Favored the proposal and commended Ms. Lukasik.
May 18, 2020
Regular Meeting

(Item 8d – continued)

Ms. Lukasik stated she received the blessing of Bob Snyder, Flagler County Health Department Administrator, and his suggestions would be included. Noted she had received Hammock Beach’s reopening plan and it was very detailed.

Chair Sullivan asked if this would be for the entire county and if there was any coordination with the City of Flagler Beach.

Ms. Lukasik replied it would be for the entire county and she had spoken with the city’s mayor on the plan.

Commissioner O’Brien asked what was the situation regarding hotels, motels, and campgrounds.

Ms. Lukasik replied only the hotels could operate right now.

Chair Sullivan requested public comment.

Ms. Dance read the comments (on file in the Clerk’s Office) into the record summarized below:

- Brad West commented via YouTube that this was a public health crisis that resulted in an economic problem, the BCC should focus on the health crisis 100% to then be able to fix the economic problem. Asked how the County planned on handling tourism with Memorial Day.

- Ron Boyce questioned via email if the County really wanted to add 1,000 to 2,000 additional people. Asked what steps would be taken to protect citizens and who would enforce the guidelines put into place for reopening.

County Administrator Cameron stated he reviewed the final draft and did not have any negative comments. Advised the Health Department was generally taking the lead on looking into situations and if there was a complaint, there possibly could be code enforcement involvement. Stated the real hammer in this was a property could lose the ability to be a vacation rental.

Ms. Lukasik advised owners and managers were jointly liable for any violations per DBPR.

A motion was made by Commissioner Hansen to forward the plan to DBPR for approval. Seconded by Commissioner Mullins.

Chair Sullivan called the question. Motion carried unanimously.
PUBLIC HEARINGS

ITEM 9A – PUBLIC HEARINGS

None

ADDITIONAL REPORTS AND COMMENTS

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMMENTS

County Administrator Cameron reported:

- Leadership Academy finished this week and commended the class.
- Tax Collector’s Office submitted first group of claims of the “disallowed” Medicare reimbursements due to transition from an old system to new of approximately $140,000.
- Flagler Beach requested the Wickline Center turned over to the city.
- Emphasized the need in getting the rest of the dune easements and deferred to Mr. Hadeed to speak on this.
- Presented a video of damage done to the beaches and A1A from the recent hurricanes.
- Announced no public event for Memorial Day. Instead the County would hold a high quality virtual event.

Response to public comments from Jane Gentile Youd:

- Still on track for FGUA to come forth with a purchase agreement, but in meantime US Water was onsite and installed a new well and considerably improved water quality.
- Captain’s BBQ at Bings Landing was in litigation and deferred to the County Attorney.
- Update on Old Dixie Hotel – owners submitted plans for complete renovation of facility, but that did not alleviate them from removing risks to community.
- Update on Airport – the path forward suspended somewhat, but sent request for a noise study to FAA. Flight traffic reduced considerably since COVID-19, but would readdress issue as soon as they get through the reopening phases.
- Thanked Ms. Youd for the vote of confidence and credited his staff.
ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

Dune Easement Project

County Attorney Hadeed reported to date 104 easements had been recorded, 22 were in process, and 15 he was not sure about the County being able to receive. Emphasized the importance of obtaining the rest and advised a group had traveled from South 15th to South 28th streets stopping at every residence or business that had not signed an easement, which was very productive. Stated a delay in getting these easements put off the first day of construction. Added if delayed and there were holdouts, then no sand would be permitted to be placed; holdouts would create breach points and the Army Corps did not want breach points.Requested the BCC grant him and the County Administrator authority to act between meetings and granting the broadest authorization needed to complete this project. Stated he would report to the BCC on the work completed.

Commissioner Hansen recommended using eminent domain, if necessary, to avoid having gaps in the project.

A motion was made by Commissioner Hansen to instruct the County Administrator and County Attorney to take such measures as permitted within the law to assure this public safety objective was accomplished expediently. Seconded by Commissioner Ericksen.

Chair Sullivan requested public comment. There was none.

Chair Sullivan called the question. Motion carried unanimously.

Captain’s BBQ

County Attorney Hadeed announced mediation was held, but the final words were not completed. Asked for input from the BCC regarding direction the County Administrator had taken relative the mediation. Reviewed the history of case. Explained based on direction from the BCC, the County would not be building a new building, but in order for it to be a responsible landlord, the building needed to be brought up to suitable operational capability. Reviewed highlights of mediation agreement and recommend this approach as a means to resolve litigation, which would be lengthy and expensive if taken to a jury trial. Asked for the BCC’s concurrence with this direction.

County Administrator Cameron commented this was the best he and the County Attorney could negotiate to avoid a lawsuit.
ITEM 10C – COMMUNITY OUTREACH

Luci Dance, Executive Administrative Assistant, read the comments (on file in the Clerk’s Office) into the record summarized below:

- Gina Weiss via Facebook asked for an update on the Flagler Executive Airport noise abatement agenda. Questioned how they were staying safe with two people getting in a plane the size of a small closet and why was that not being addressed.

- Mayra Arbolay via Facebook asked if there was any word on Planet Fitness opening.

- Steve Harrison via email stated he was a small independent vacation rental management company and an owner of two rental properties in Flagler County. Asked the BCC to help vacation rentals open by Memorial Day by submitting an appropriate request to DBPR as soon as possible.

ITEM 10D – COMMISSION REPORTS/COMMENTS/ACTIONS

Commissioner Mullins commended staff and favored reopening Flagler County. Reported the County was preparing to do road work on Mahogany Boulevard and staff worked hard to get 100% funding. Asked the County Administrator to look into mosquito control for the Westside.

County Administrator Cameron agreed and felt it would be good to have the district cover the entire county.

Chair Sullivan stated it would cost more money and did not think it was a simple solution. Recommended the County Administrator look into it.

ADJOURNMENT

A motion was made by Commissioner Hansen to adjourn at 8:43 p.m. Seconded by Commissioner Ericksen.

APPROVED AND ADOPTED

ATTEST: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

______________________________  _________________________________
                   Tom Bexley                        David C. Sullivan
               Clerk of the Circuit Court & Comptroller                Chair
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 1, 2020

REGULAR MEETING

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

Chair Sullivan called the meeting to order at 9:00 a.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair Sullivan led the Pledge to the Flag and requested a moment of silence.

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

None

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Sullivan announced the following:

• Public comments would be received by email to publiccomments@flaglercounty.org or by calling (386) 517-2019
• Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
• Upcoming meetings:
  o Regular Meeting – June 15 at 5:00 p.m. in the Board Chambers

ITEM 4A – RECOGNITIONS

None

ITEM 4B – PROCLAMATIONS

None

ITEM 4C1 – PRESENTATIONS – EMERGENCY MANAGEMENT UPDATE

Jonathan Lord, Emergency Management Director, gave an update on COVID-19 and the County’s responses.
ITEM 4C2 – PRESENTATION – HURRICANE SEASON BRIEFING

Jonathan Lord, Emergency Management Director, gave an update on the upcoming hurricane season and the County’s preparedness.

ITEM 4C3 – UPDATE ON SALES TAX REVENUE PROJECTION DUE TO COVID-19

John Brower, Financial Services Director, reported the County received information from the Department of Revenue concerning sales tax revenue and the collections for April, May and June were expected to be at a 50% reduction. Advised that impact had been accounted for in FY20 going into FY21 and adjustments would be made. Noted the County was approximately 10% to 12% higher than normal at the beginning of the year, which helped offset the impact of the COVID-19 hit. Explained it would be a $1.2 million negative impact in FY20. Also, stated the increase in FY21 property values would be impacted by the reduction in sales tax revenue.

ITEM 5 – COMMUNITY OUTREACH

Luci Dance, Executive Administrative Assistant, summarized the following public comments (on file in the Clerk’s Office) as noted below

- Pete Celestino and Donato Vallone, spoke in favor of opening the ball fields at the Flagler County Fairgrounds
- Jane Gentile Youd requested the BCC remove Items 7f, 7h, 7j and 7s from the Consent Agenda for discussion and expressed her opinion on the items.
- Gina Weiss spoke in opposition to Item 7h and requested the BCC remove it from the Consent Agenda for discussion.

CONSENT AGENDA ITEM 6A THROUGH 7S

Jane Gentile Youd requested Items 7f, 7h, 7j and 7s be removed for discussion.

Gina Weiss request Item 7h be removed from the consent agenda for discussion.

Commissioner Ericksen removed Item 7o for discussion.

Commissioner O’Brien removed Item 7i for discussion.

Chair Sullivan removed Item 7r for discussion.

A motion was made by Commissioner Hansen to approve the consent agenda with the exception of 7f, h, i, j, o, r and 7s. Seconded by Commissioner Ericksen.

Chair Sullivan 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:

- Disbursement Report for Week Ending May 8, 2020 in the amount of $2,009,888.10
- Disbursement Report for Week Ending May 15, 2020 in the amount of $1,258,512.53
- Revenue Collected for the month of April 2020

**ITEM 6B – APPROVAL OF BOARD MEETING MINUTES**

None
ITEM 7A – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE MATTHEW

The following request was ratified as part of the Consent Agenda:

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: June 1, 2020

OVERVIEW/SUMMARY: On October 4, 2016, based on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of Hurricane Matthew. 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 in seven day increments as needed.

Hurricane Matthew struck the County on October 7, 2016 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. During this state of local emergency, the County has completed installation of seawalls in Painters Hill and an emergency berm in much of the unincorporated county. 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 public, including privately owned portions of the beach benefitting from the dune restoration project.

In Flagler Beach, the coastline remains in disrepair with severely damaged dunes and much of A1A in need of a long term solution. The County has entered into an agreement with the Army Corps of Engineers to restore dunes in southern Flagler Beach and is coordinating with FDOT to restore dunes in the northern half of Flagler Beach and with FDOT and FDEP to restore dunes from South 26th Street to the Volusia County line. County staff have been engaged in a broad public outreach to educate the public about these efforts and to secure the legal authorization from property owners to renourish dunes within Flagler Beach. The critical area now is the Army Corps project segment to get the last of the easements in order to commence the project. The public is encouraged to visit www.ShoreUpTheShore.org for further information.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

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, 05/19/2020
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/26/2020
ITEM 7B – RATIFICATION OF EMERGENCY PROCLAMATIONS DECLARING AND EXTENDING THE STATE OF LOCAL EMERGENCY AND EMERGENCY ORDERS PERTAINING TO COVID-19

The following request was ratified as part of the Consent Agenda:

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency and Emergency Orders Pertaining to COVID-19.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: On March 16, 2020, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of COVID-19. By law, the Proclamation may only last for seven days but may be renewed in seven-day increments as needed. Accordingly, as the emergency conditions persist, the Chair successively extends the State of Local Emergency by Proclamation every seven days and the Board ratifies the extensions at the next regularly schedule Commission Meeting.

During a declared state of local emergency, the County Administrator and the Emergency Management Director have the authority to issue emergency orders to address the emergency in real time. Under County Code Section 12-34, such actions must be reported to the Commission as soon as practical under the circumstances.

On March 23rd, the County Administrator issued Emergency Order 2020-01, closing the County’s beaches and park facilities in order to curb the community spread of Covid-19. Next, in order to limit the exposure of County staff and the Clerk’s staff to pathogens, on March 25th, the County Administrator issued Emergency Order 2020-02, authorizing the use of electronic signatures and electronic documents in the transaction of County business. Then, on March 30th, following the lead of the Florida Governor, the County Administrator issued Emergency Orders 2020-03 and 2020-04. These orders mandate the self-isolation of visitors to the County arriving from hot spot areas. The orders also suspend the operation of short term vacation rentals and require hotels to keep a report of guests from hot spot areas for use by the Health Department if necessary.

The County also responded to the Governor’s executive order allowing local governments to meet virtually. The County issued Emergency Order 2020-05, effective April 2nd, to implement the Governor’s order. The Board adopted this order as an emergency rule as required by Chapter 252, Florida Statutes. The County will continue to abide by this order until such time as the order is terminated or renewed or as it may be modified depending on circumstances.

In response to changing conditions, on April 21st, the County issued Emergency Order 2020-04, allowing a modified re-opening of beaches and parks in coordination with municipalities.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency and Emergency Orders for COVID-19.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – COVID-19, 05/18/2020
2. Proclamation Extending State of Local Emergency – COVID-19, 05/25/2020
ITEM 7C – RATIFICATION OF EMERGENCY BURN BAN AND EXTENSIONS AS AUTHORIZED BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

The following request was ratified as part of the Consent Agenda:

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

SUBJECT: Board Ratification of Emergency Burn Ban and Extensions as Authorized by the Chairman of the Board of County Commissioners.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: On the recommendation of the Fire Chief, a proclamation declaring a State of Local Emergency for Flagler County was executed by the Chair on May 22, 2020. This State of Emergency prohibits any burning within Flagler County (with the exception of normal family outdoor grills that are monitored). Discharging fireworks are also prohibited during the emergency period. The Emergency Declaration enables an increased response to any wildfire.

Although there has been some rainfall since the original proclamation, the drought index continues to be over 400 (scale of 0-800). Flagler County has not recently experienced any large wildfires but conditions continue to make the area extremely vulnerable to creating the acceleration of any fire.

Florida law requires that any State of Local Emergency may be extended every seven (7) days to assure the need for protective actions. The Chair also will execute any appropriate extensions to continue protective actions. Florida law also requires that the Board ratify protective actions approved by the Chair. These will be presented to the Board for ratification at its future meetings as necessary. (Please note that as of the preparation date of this agenda memo, May 26, 2020, the Chair has not extended the emergency. Should the Chair execute such an extension, it will be presented to the Board at its June 1, 2020 meeting as a supplement to the agenda back up materials.)

FUNDING INFO: No funding is required for this action.

DEPARTMENT CONTACT: Fire Rescue Chief Don Petito (386) 313-1255

RECOMMENDATIONS: Request the Board ratify the State of Local Emergency executed by the Chair and authorizing the Chair to execute, as needed, further extensions related to this State of Local Emergency to assure appropriate action and public safety.

ATTACHMENTS:
1. State of Local Emergency Extension dated May 22, 2020
ITEM 7D – FLAGLER COUNTY EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP)

The following request was ratified as part of the Consent Agenda:

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

SUBJECT: Flagler County Equal Employment Opportunity Plan (EEOP).

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: The Board of County Commissioners has a strong Equal Employment Policy in place; however, the Federal Government requires a separate plan for Federal grant recipients, of which Flagler County receives. By policy, the U.S. Department of Justice, Office of Justice Programs (OJP) has determined that State and local grantees and sub-recipients must submit an EEOP (Equal Employment Opportunity Plan) for review when receiving a single award grant of $25,000 or more, but less than $500,000.

The purpose of the County’s Equal Employment Opportunity Plan (EEOP) is to reaffirm the County’s commitment to Equal Opportunity and Federal Affirmative Action in its employment practices and to define specific actions to achieve them.

All organizations that receive Federal funds are subject to prohibitions against discrimination in the provision of services under a program or in their employment practices. The Act contains a significant level of detail about these requirements. The OJP Office of Civil Rights (OCR) is primarily responsible for auditing Federal grant recipients for compliance with general discrimination requirements. OCR has prepared detailed procedures relating to the Equal Employment Opportunity (EEO) requirements, especially as they relate to required submission of Equal Employment Opportunity Plans (EEOPs). These procedures are distributed as part of the award documents sent to grantees.

The EEOP is updated every two years, and was last updated in April of 2018. The updated changes to the EEOP consists solely of updates to the statistical profile of the internal workforce by race, sex, and national origin; identifies problems in employment practices and procedures; specifies corrective action; and forms the basis of ongoing evaluation.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Pamela Wu, Human Resources Director, 386-313-4033.

RECOMMENDATIONS: Request the Board ratify the updated Equal Employment Opportunity Plan (attachment) which complies with the U.S. Department of Justice, Office of Justice Programs requirements to receive grants.

ATTACHMENTS:
ITEM 7E – CONSIDERATION OF ACCEPTANCE OF A $6,000 SPONSORSHIP FROM FLORIDA POWER & LIGHT FOR EXPENSES RELATIVE TO SUPPORTING FLAGLER COUNTY SMALL BUSINESSES ADVERSELY AFFECTED BY COVID-19

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

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

SUBJECT: Consideration of Acceptance of a $6,000 Sponsorship from Florida Power & Light for Expenses Relative to Supporting Flagler County Small Businesses Adversely Affected by COVID-19.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Staff is requesting the Board of County Commissioners approve receipt of a $6,000 sponsorship designated for the Department of Economic Development to use for a marketing program to help local small businesses adversely affected by COVID-19.

Program: Advertising Grants for Local Small Businesses Affected by COVID-19

Benefiting: Flagler County small businesses preparing to reopen that do not have advertising dollars due to income lost from COVID-19

Execution: Flagler County began FlaglerOpen4.biz, an initiative designed to provide a centralized online site where local small businesses could create a dynamic profile listing for their patrons to see the businesses’ hours, services and COVID-19 policies relative to keeping their employees and patrons safe. The County has provided this service to the businesses at no cost and has done extensive social media and radio advertising of the initiative.

Furthering the cause of helping businesses market themselves to help stimulate business interactions and their ability to recover from the shock of the abrupt discontinuation of income, Flagler County Department of Economic Development would like to extend the program to include free advertising directly to the businesses with the following program extensions:

1. Free radio advertising through local broadcasting company Flagler Broadcasting
   a. Flagler Broadcasting will match Flagler County’s donation towards advertising
   b. The “free advertising” program will include:
      i. Ads promoting FlaglerOpen4.biz and the free advertising program noticing Florida Power and Light (FPL) as the sponsor
      ii. Provide local businesses the opportunity to record their own ad for free
      iii. Provide air time for the local businesses ads to be played on multiple radio stations
   v. 21x (30) second commercial announcements per week for 4 weeks on 4 radio stations to include; KIX 98.7, WNZF, KOOL FM and BEACH 92.7 between 6am and 7pm
   v. 21x (30) second commercial announcements per week for 4 weeks on 4 radio stations to include; KIX 98.7, WNZF, KOOL FM and BEACH 92.7 between 10pm and 6am

2. Free or low-cost (depending on the size of ad chosen by the business) advertising through local newspaper, The Observer
   a. The Observer will match Flagler County’s donation towards the advertising
(Item 7e – continued)

b. Each week throughout the month of May 2020, the advertising program will be able to provide
   i. Ads promoting FlaglerPen4.biz and the free advertising program noticing Florida Power and Light (FPL) as the sponsor
   ii. 14 business card size ads, one per business for a monthly total of 56 ads
   iii. 40,000 impressions of digital ad linking to a landing page advertising all advertisers for that week for a monthly total of 120,000 digital impressions

**FUNDING INFORMATION:** Additional funds in the amount of $6,000 will be appropriated into the Economic Development Account #001-0209-559-48-10 with Project #880057.

**DEPARTMENT CONTACT:** Economic Development Manager, Kat Friel (386) 313-4070

**RECOMMENDATIONS:** Request Board approval of the award agreement with Florida Power & Light, as approved to legal form by the County Attorney, in the amount of $6,000 and allocate funds directly to the Department of Economic Development.

**ATTACHMENT:**
1. Agreement
2. URR
ITEM 7G – CONSIDERATION OF A FEDERALLY FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA AND FLAGLER COUNTY, FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT – COVID-19 SUPPLEMENTAL (EMPG-S)

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

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


DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Staff is seeking approval to enter into an Agreement with the State of Florida, Division of Emergency Management (FDEM) to accept funds from the Emergency Management Performance Grant – COVID-19 Supplemental.

FDEM is sub-awarding a portion of the federal EMPG-S funds to all counties, using a population based formula to improve Emergency Management preparedness and response to the ongoing COVID-19 pandemic.

Flagler County Emergency Management is required to complete a series of tasks and submit deliverables, as outlined in the Agreement’s Scope of Work, in order to be eligible to receive reimbursement for allowable expenses. The eligible expenses include emergency management planning, organization, exercise, training, and equipment.

FUNDING INFORMATION: The EMPG-S grant was not included in the approved FY20 Budget. Funds will be recognized and appropriated through the attached Unanticipated Revenue Resolution. Available matching funds for the EMPG-S Grant are already budgeted in the Accounts 001-3812-525.xx-xx and 001-8613-525.xx-xxx.

DEPARTMENT CONTACT: Emergency Management, Jonathan Lord (386) 313-4240

RECOMMENDATIONS: Request the Board approve the Federally Funded Grant Agreement between the State of Florida Division of Emergency Management and Flagler County, approve the attached Unanticipated Revenue Resolution, and authorize the County Administrator to execute the Agreement, including all modifications and future agreements related to the EMPG-S Grant.

ATTACHMENTS:
1. Resolution
2. Unanticipated Revenue Resolution
3. Federally Funded Agreement
ITEM 7K – CONSIDERATION OF PROJECT RECOMMENDATIONS AND RANKING OF THE FDOT TRANSPORTATION ALTERNATIVE PRIORITIES FOR FISCAL YEARS 2021/2022 THROUGH 2025/2026

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

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

SUBJECT: Consideration of Project Recommendations and Ranking of the FDOT Transportation Alternative Priorities for Fiscal Years 2021/2022 through 2025/2026.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Each year the Florida Department of Transportation (FDOT) solicits local candidate projects for funding under its Transportation Alternatives program (TAP). TAP projects focus on improvements that create alternatives to transportation for the non-motorized user and enhancements to the transportation system for all users.

The projects have been ranked based on need as determined by County staff. We are requesting that the Board approve the rankings below.

Recommended FDOT Transportation Alternatives Priorities for Fiscal Years 2021/2022 through 2025/2026:

1. Heritage Crossroads Interpretive Center
2. Heritage Crossroads Multi-use bridge over US1
3. US 1 Trailhead for Lehigh Rail Trail
4. Bulow Creek Headwaters Regional Park
5. Intracoastal Observation Platform at Herschel King Park
6. Old Kings Road North Multi-Use Trail, Matanzas Woods Pkwy to I-95
7. Old Kings Road South Multi-Use Trail, SR 100 to Volusia County Line
8. John Anderson Highway Multi-Use Trail, SR 100 to Volusia County Line
9. US 1 Trail - Royal Palms to Palm Coast Parkway
10. Lehigh Trail US 1 Multi-Use Trail and Pedestrian Bridge

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, P.E., County Engineer (386) 313-4045

RECOMMENDATIONS: Request the Board approve staff’s recommended FDOT Transportation Alternatives Program submittal for Fiscal Years 2021/2022 through 2025/2026.

ATTACHMENTS:
1. Resolution to approve Transportation Alternatives Program List with Exhibit
2. Transportation Alternative Program Project Descriptions
ITEM 7L – CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH THE
FLAGLER COUNTY SCHOOL BOARD ESTABLISHING THE RENTAL
OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT AND THE
ANNUAL SUBSCRIBER FEE

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

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 71

SUBJECT: Consideration of an Interlocal Agreement with the Flagler County School Board
Establishing the Rental of Public Safety Communications Equipment and the Annual Subscriber
Fee.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Staff is seeking to enter into an Interlocal Agreement (ILA) with the
Flagler County School Board related to the Rental of Public Safety Communications Equipment
and the Annual Subscriber Fee to be paid by the School Board to the County. This ILA was
approved by the Flagler County School Board on its May 19, 2020 Board meeting. The ILA is
similar to agreements that we will be completing with the City of Flagler Beach, City of Palm
Coast, and the City of Bunnell.

These rental payments cover the cost of the initial radios being provided for the Flagler County
School Board’s use. These radios will be owned by the County, but used by the School Board
until the next subscriber radio replacement. This agreement also clarifies the cost of repair and
maintenance, parts issuance, and any additional equipment additions. As part of this ILA, it
allows for an annual subscriber fee to assist with the maintenance and costs associated with the
Public Safety Communications System.

FUNDING INFORMATION: Revenue that will be received from this agreement was included in
the Approved FY 2019-20 Budget within the Public Safety Communications Network Fund
(Fund 182).

DEPARTMENT CONTACT: Jarrod Shupe, Chief Information Officer, (386) 313-4281

RECOMMENDATION: Request the Board approve and authorize the chair to execute the
Interlocal Agreement with the Flagler County School Board related to the Public Safety
Communication Network as approved to form by the County Attorney and approved by the
County Administrator.

ATTACHMENTS:
1. Interlocal Agreement with the Flagler County School Board related to the Public Safety
Communication Network
ITEM 7M – REQUEST THE BOARD DECLARE ITEMS AS SURPLUS, REMOVAL FROM THE COUNTY FIXED ASSETS AND AUTHORIZE PURCHASING TO DISPOSE OF SURPLUS PROPERTY PURSUANT TO THE FIXED ASSET POLICY

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

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

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 Fixed Asset Policy.

DATE OF MEETING: June 1, 2020

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 16, 2020. 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.

DEPARTMENT CONTACT: Purchasing, Holly Durrance, (386) 313-4063

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 Fixed Asset policy.

ATTACHMENTS:
1. Surplus and Disposal List
ITEM 7N – CONSIDERATION OF CONTRACT EXTENSION RENEWAL WITH FLORIDA COMBINED LIFE INSURANCE COMPANY, INC. TO CONTINUE TO PROVIDE OUR GROUP DENTAL BENEFITS FOR FLAGLER COUNTY AND CONSTITUTIONAL OFFICE EMPLOYEES, DEPENDENTS AND RETIREES

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

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

SUBJECT: Consideration of Contract Extension Renewal with Florida Combined Life Insurance Company, Inc. to continue to provide our Group Dental Benefits for Flagler County and Constitutional office employees, dependents and retirees.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Flagler County has been utilizing Florida Combined Life Insurance Company, Inc. to provide a voluntary self-insured dental plan to Flagler County employees, dependents and retirees since July 6, 2015. Since these services were formally bid out, Florida Combined Life has provided a superior service strategy to the County with support, dedication and partnership for employees and benefit administrators at the best overall value. This dental plan is offered as a voluntary self-insured plan in which employees pay 100% of the cost for the dental benefits.

During this period of uncertainty with the COVID19 Pandemic, Florida Combined Life Insurance Company was able to offer a contract renewal with no increase to the current rate of current rate of $4.75 per employee per month upon contract renewal. The County and the dental carrier will enter into an Agreement for a period of two (2) years, beginning October 1, 2020 through September 30, 2022, which can be cancelled at any time if given a proper notice, should the County resolicit for these services.

FUNDING INFORMATION: While these expenses are 100% paid for by employees through payroll deduction, the administrative fees of $4.75 per employee per month for the program are paid through the Health Insurance Fund (HIF), account 603-4900-860.95-30.

DEPT./CONTACT/PHONE #: Human Resources, Pamela Wu (386) 313-4033
Purchasing, Holly Durrance (386) 313-4063

RECOMMENDATIONS: Request the Board approve a contract renewal with Florida Combined Life Insurance Company, Inc. for a period of two (2) years beginning October 1, 2020 through September 30, 2022. Authorize the Chair to execute the renewal contract as approved to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. Dental Administration Fee Structure/Contract Extension
ITEM 7P – CONSIDERATION OF AN RX SOLUTIONS SPECIALTY COPAY ASSISTANCE PROGRAM

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

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

SUBJECT: Consideration of an Rx Solutions Specialty Copay Assistance Program.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Staff is seeking approval of the implementation of the Rx Solutions Specialty Copay Savings Program to coordinate with the prescription drug program through OptumRx offered to employees, retirees, COBRA members and dependents.

Under this program, the specialty plan design would be changed to a 20% member coinsurance on all specialty drugs. Our Pharmacy consultant would proactively reach out to members where there is a manufacturer copay assistance card available to help them use the card and offset the majority, if not all, of the cost of the specialty medication. Members who elect to not participate in the manufacturer copay assistance card would pay 20% of the cost of these specialty medications. If they do participate, their cost would be minimal or even free to them. If a manufacturer assistance program is not available, the 20% coinsurance would be capped at $50, the same as the current cost for the member for these medications.

There are 18 members with a total of 77 specialty prescriptions currently used through the plan that would be impacted. The approximate savings to the plan annually is $68,941.

FUNDING INFORMATION: None

DEPT. CONTACT: Human Resources Director, Pamela Wu (386) 313-4033

RECOMMENDATION: Request the Board approve the consideration of the implementation of the Rx Specialty Copay Savings Program.

ATTACHMENTS:
1. Rx Solutions Specialty Copay Assistance Program Flyer
ITEM 7Q – CONSIDERATION OF CONTRACT RENEWAL WITH AETNA LIFE INSURANCE COMPANY FOR GROUP VISION BENEFITS FOR FLAGLER COUNTY AND CONSTITUTIONAL EMPLOYEES, DEPENDENTS AND RETIREES

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

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


DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Flagler County has been utilizing Aetna Life Insurance Company to provide Group Vision benefits to Flagler County employees, dependents and retirees since 2016. During this time, Aetna has continually proved to be the best overall value for the County. The group vision plan is voluntary and employees pay 100% of the cost for vision coverage.

During this period of uncertainty with the COVID19 Pandemic, Aetna Life Insurance Company was able to offer a contract renewal with no increase to the current rates. The County and Aetna Life Insurance Company will enter into an Agreement for a period of two (2) years, beginning October 1, 2020 through September 30, 2022, which can be cancelled at any time if given a proper notice, should the County rescind for these services.

FUNDING INFORMATION: While these expenses are 100% paid for by employees through payroll deduction, the premiums for the program are paid through the Health Insurance Fund (603), account 603-4900-580 99-42.

DEPARTMENT CONTACT: Human Resources, Pamela Wu (386) 313-4033
Purchasing, Holly Durance (386) 313-4063

RECOMMENDATIONS: Request the Board approve a contract renewal with Aetna Life Insurance Company for a period of two (2) years beginning October 1, 2020 through September 30, 2022 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. Vision Rate Sheet 0%
2. Vision Member Summary
3. Vision Benefit Summary
The following items were removed from the Consent Agenda for discussion and action:

**ITEM 7F – RATIFICATION OF GRANT APPLICATION SUBMISSION AND A RESOLUTION TO THE FY2020 FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR IMPROVEMENTS TO THE BINGS LANDING SEAWALL WITH A TOTAL PROJECT COST OF $200,000**

The following was requested by General Services and Land Management:

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**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONSENT / AGENDA ITEM #7F**

**SUBJECT:** Ratification of Grant Application Submission and a Resolution to the FY2020 FIND Waterways Assistance Program for Improvements to the Bing’s Landing Seawall with a Total Project Cost of $200,000.

**DATE OF MEETING:** June 1, 2020

**OVERVIEW/SUMMARY:** Staff is seeking ratification of a grant application for the FY2020 FIND Waterways Assistance Program for improvements at the Bing’s Landing. The application was submitted on March 24, 2020. The grant application is being sought to improve the Bing’s Landing seawall and to re-build a pedestrian walkway bridge. The bridge crosses an onsite canal and connects the main Bing’s Landing park area with the “Bing’s Landing South” walkway and fishing pier. The project requires a local match of $100,000.00, which is fifty percent (50%) of the estimated total project cost of $200,000.00. Staff is proposing to use vessel registration funds for this match. Due to age and condition, approximately 100 linear feet of retaining wall along the Intracoastal Waterway is in need of repair. This project consists of installing an earthen berm and buttressing the berm with coquina rock. This will result in a finished product similar to what is already existing on the remaining retaining wall throughout the park. Also, a foot bridge that was destroyed by Hurricane Matthew will be replaced. Lastly, a paved sidewalk from the footbridge that connects to existing sidewalk on the site will be added to enhance ADA access between the existing park facilities. Staff is proposing to complete this with the use of an external design firm and plans to do construction of the project in-house at an estimated cost of $200,000.00.

Bing’s Landing is one of Flagler County’s most heavily used venues for boating and fishing enthusiasts seeking direct access to the Intracoastal Waterway. This project will protect the property from erosion and will enhance use by the public.

**FUNDING INFORMATION:** If approved, staff is proposing to provide the $100,000.00 match from Vessel Registration Funds. The Vessel Registration funds are separate from General Funds and are derived from vessel registration fees in accordance with Florida Statute Section 328.72(18). Vessel registration funds are allocated to Boards of County Commissioners by tax collectors for activities that maintain and enhance the use of watercraft including construction and maintenance of facilities such as boat ramps, docks, piers, and the like. Funding for this project will be appropriated in the FY 2021-2022.

**DEPARTMENT CONTACTS:**
- General Services, Heidi Petito (386) 313-4185
- Land Management, Michael Laggasse (386) 313-4084

**RECOMMENDATIONS:** Request the Board Ratify the application and approve the Resolution for Assistance under the Florida Inland Navigation District Waterways Assistance Program, and further authorize the County Administrator to execute all necessary documents associated with the acceptance and implementation of grant, including any amendments approved as to form by the county attorney.

**ATTACHMENTS:**
1. FIND Application
2. FIND Resolution
(Item 7f – continued)

Mike Lagasse, Land Management, stated the proposed project was independent of reserved parking or boat spaces. Advised it was designed to protect the landward edge of Bings Landing Park. Noted there was an existing seawall where the coquina had fallen in so staff put together a FIND (Florida Inland Navigation District) grant application for a project to reinforce the berm. In addition, a foot bridge would be replaced and a paved sidewalk would be added.

Chair Sullivan stated this was something that needed to be done since the hurricanes. Pointed out there was a match to the grant.

A motion was made by Commissioner Hansen to approve Item 7f as presented. Seconded by Commissioner O’Brien.

Public comment:

Jane Gentile Youd sent an email (on file in the Clerk’s Office) read earlier in the meeting stating the reason for her opposition to Item 7f.

Chair Sullivan called the question. Motion carried unanimously.
ITEM 7H – CONSIDERATION OF A FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER TO ASSIST WITH FUNDING TO OFFSET THE DECLINE IN REVENUES DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY AT THE FLAGLER EXECUTIVE AIRPORT IN THE AMOUNT OF $69,000

The following was requested by Roy Sieger, Airport Director:

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

SUBJECT: Consideration of a Federal Aviation Administration (FAA) Grant Offer to Assist with Funding to Offset the Decline in Revenues Due to the COVID-19 Public Health Emergency at the Flagler Executive Airport in the Amount of $69,000.00.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: On April 22, 2020, the Airport Director submitted to the FAA a Coronavirus Aid, Relief, and Economic Security (CARES) Act Airports Grant Application. Staff is bringing forward for consideration, a FAA Grant Offer in the amount of $69,000. The grant is provided in accordance with the CARES Act, to provide eligible airports with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. The purpose of the grant is to maintain safe and efficient airport operations. Funds provided under this grant must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of the Flagler Executive Airport’s operational and maintenance expenses or debt service payments. The CARES Act Airport Grants amounts were derived by legislative formula.

FUNDING INFORMATION: The FAA is offering a grant the amount of $69,000.00, which will fund 100% of the allowable costs associated with operational and maintenance expenses at the Flagler Executive Airport. This funding was not anticipated in the FY19-20 budget and will be appropriated with the attached Unanticipated Revenue Resolution into grant account #401-8209-541.46-30, Project #050116.

DEPARTMENT CONTACT: Airport Director, Roy Sieger (386) 313-4220

RECOMMENDATIONS: Request the Board approve and authorize the execution of the FAA Grant Offer in the amount of $69,000.00.

ATTACHMENTS:
1. FAA Grant Offer
2. URR
(Item 7h – continued)

County Administrator Cameron stated Item 7h was a grant with no real requirements and was part of the CARES (Coronavirus Aid, Relief and Economic Security) Act to compensate the County for lost revenues at the Airport due to the Covid-19 crisis.

Commissioner Ericksen added the money was there for the asking with no penalty or payback.

Commissioner Mullins assured the public he had checked and the flight schools were all practicing very safe social actions.

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

Public comment:

Jane Gentile Youd sent an email (on file in the Clerk’s Office) read earlier in the meeting stating her opposition to Item 7h due to the management of the airport.

Gina Weiss sent an email (on file in the Clerk’s Office) read earlier in the meeting stating her opposition to Item 7h due to the management of the airport and COVID-19 concerns with the flight schools.

Chair Sullivan called the question. Motion carried unanimously.
ITEM 7I – RATIFICATION OF 2020 GRANT APPLICATION – STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM

The following was requested by Don Petito, Fire Rescue Chief:

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

SUBJECT: Ratification of 2020 Grant Application – Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Staff is seeking ratification of a grant application submission for the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program that was submitted on May 26, 2020. The SAFER Program is administered through the Federal Emergency Management Agency (FEMA) and The Department of Homeland Security. The grant submission is a request for funds to hire 15 Firefighter Paramedics above and beyond our current staff level. The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, “front line” firefighters available in their communities. The goal of SAFER is to enhance the local fire departments’ abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

FUNDING INFORMATION: Funding for this grant is a three year match gradually decreasing. Under the SAFER Hiring of Firefighters Activity, grant recipients are required to contribute a Cost Share toward the actual cost of hiring firefighters under this program. The Federal portion of the costs of hiring firefighters under this grant may not exceed: 75 percent of the actual costs incurred in each of the first and second years of the grant; and 35 percent of the actual costs incurred in the third year of the grant. Therefore, the recipient is required to contribute at least the following in non-Federal funds: 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant. A Cost Share of non-federal cash is the only allowable recipient contribution during the three year period. Thereafter, the county assumes the full cost of the additional firefighter paramedics.

• 1st Year – County will receive $1,137,570 from the Federal Government and the county will owe $0 as the grant match requirement has been waived.
• 2nd Year – County will receive $853,177.50 from the Federal Government and the county will owe $264,392.50.
• 3rd Year – County will receive $396,149.50 from the Federal Government and the county will owe $739,420.50.
• The county will be responsible for all cost after the third year of funding.

DEPARTMENT CONTACT: Fire Rescue, Don Petito (386) 313-4255

RECOMMENDATIONS Request the board approve the submission, acceptance and expenditure of the grant it awarded.

ATTACHMENTS: None
(Item 7i – continued)

County Administrator Cameron stated this item was a staffing grant, noting Fire Rescue was considerably understaffed to the point they were having trouble complying with requirements in the fire code and it was impacting the overtime budget.

Commissioner O’Brien noted the funds, as he understood the grant, would be used to offset the cost for additional staff over a three-year period on a sliding scale.

Chief Petito replied that was correct; they would be adding 15 additional positions on top of the already approved positions.

Commissioner O’Brien stated he looked forward to a discussion on long-term planning.

Chair Sullivan noted it would have a significant impact on the budget if the BCC went forward with it three years from now, noting it could be a million dollars or more.

Commissioner Ericksen felt it something the County had to do and should take advantage of the free money in order to move it forward.

Chair Sullivan confirmed there were no public comments.

A motion was made by Commissioner Hansen to approve Item 7i as presented. Seconded by Commissioner O’Brien.

Chair Sullivan called the question. Motion carried unanimously.
ITEM 7J – CONSIDERATION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FIVE-YEAR WORK PROGRAM PROJECT PRIORITY LIST FOR FISCAL YEARS 2021/2022 THROUGH 2025/2026

The following was requested by Faith Alkhatib, County Engineer:

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

SUBJECT: Consideration of the Florida Department of Transportation (FDOT) Five-Year Work Program Project Priority List for Fiscal Years 2021/2022 through 2025/2026.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) has requested that Flagler County submit a project priority list for the 2021/2022 through 2025/2026 funding cycle, the same as they do every year at this time. Each year FDOT utilizes the list to determine what new projects are to be added to the 5-year FDOT work plan.

The projects have been ranked based on need as determined by County staff. Projects of the municipalities of Palm Coast, Flagler Beach, Beverly Beach and Bunnell are within the River to Sea Transportation Planning Organization’s 5-Year Work Program. We are requesting that the Board approve the rankings below.

Recommended FDOT Five Year Work Program Project Priority List for Fiscal Years 2021/2022 through 2025/2026:

1. CR 304 Bridge Replacements
2. CR 304 Resurfacing Segment 2 (SR 11 to US1)
3. CR 304 Resurfacing Segment 1 (CR 305 to SR 11)
4. CR 205 Resurfacing Phase 2 (SR 100 to Private Dirt Road at M.P. 1.856)
5. Otis Stone Hunter Road Paving
6. Rima Ridge Resurfacing
7. Armand Beach Roads Reconstruction
8. Matamorpa Road Resurfacing
9. Durance Lane Paving
10. East Daytona North Roadway Paving (multi-phase project)
11. Hammock Area Roadway Stabilization
12. Canaveral Avenue Paving from Forest Park Street to Coconut Boulevard
13. Forest Park Street and County Road 35 Paving from SR 100 to End
14. West Flagler County Roadway Paving (multi-phase project)
15. West Daytona North Roadway Paving (multi-phase project)
16. Various Roads Roadway Paving - CR 110, CR 140, CR 200, and CR 335 - 4.7 Miles
17. Canal Avenue and Water Oak Road Intersection Improvement
18. Walnut Avenue Paving from Forest Park Street to Water Oak Road
19. Old Kings Road South 4-Laning from SR 100 to Flagler County Line
20. John Anderson Highway 4-Laning from SR 100 to Flagler County Line
21. Jungle Hut Road Resurfacing
22. St. Mary’s Place Paving and Drainage Improvements – Old Dixie Highway to End of Roadway
23. Old Kings Road North I-95 Overpass
25. Seascape Drive Roadway Improvements
26. Westmayer Place Paving

FUNDING INFORMATION: N/A
County Engineer Alkhatib explained this was a list submitted to FDOT for obtaining funding and grants for Flagler County projects. Stated the Old Dixie Highway interchange was owned and maintained by FDOT, with half being in Flagler and the other half being in Volusia County. Stated she would be more than happy to contact FDOT and ask them to look at the interchange and do anything that needed to be done at the location.

Public comments:

Jane Gentile Youd sent an email (on file in the Clerk’s Office) read earlier in the meeting stating the need to include in the list the widening of the Old Dixie Highway Bridge over I-95 to four lanes.

Commissioner Hansen noted Ms. Youd’s comment pertained to something the County did not control.

A motion was made by Commissioner Hansen to approve Item 7j as presented. Seconded by Commissioner O’Brien.

Chair Sullivan called the question. Motion carried unanimously.
ITEM 70 – CONSIDERATION OF CONTRACT EXTENSION RENEWAL WITH BLUE CROSS AND BLUE SHIELD OF FLORIDA (BCBS) TO PROVIDE ADMINISTRATIVE SERVICES ONLY (ASO) FOR SELF-FUNDED MEDICAL PLAN

The following was requested by Human Resources and Purchasing:

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

SUBJECT: Consideration of Contract Extension Renewal with Blue Cross and Blue Shield of Florida (BCBS) to Provide Administrative Services Only (ASO) for Self-Funded Medical Plan.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Flagler County has been utilizing Blue Cross and Blue Shield of Florida (BCBS) since 2006 to provide Administrative Services Only (ASO) for the County’s self-funded medical plan which it offers to BOCC and Constitutional employees, dependents and retirees. Since these services were formally solicited in 2017, Staff would like to exercise the first contract extension during this period of instability surrounding the COVID-19 pandemic. This extension is sought in the best interest of employees and their dependents and is based on concurrence of the County Administrator.

The County and BCBS are currently in a contract for a period of three (3) years beginning October 1, 2017, which upon mutual consent the agreement may be extended for two (2) additional three (3) year terms. Staff recommends utilizing the first renewal option, which would extend the contract through September 30, 2023. This contract may be cancelled at any time, given a proper 60 day notice, should the County want to resolicit for these services. The renewal rates are as follows:

- 10/1/20 – 9/30/21: $51.80 50k Wellness (Current Fee)
- 10/1/21 – 9/30/22: $53.40 35k Wellness
- 10/1/22 – 9/30/23: $53.40 35k Wellness

FUNDING INFORMATION: Funding for this contract is included within the proposed FY 2020-2021 budget in the Health Insurance Fund (603), account 603-4900-580.99-40. Funding in future fiscal years will reflect the contracted increase mentioned above.

DEPT./CONTACT/PHONE #: Human Resources, Pamela Wu (386) 313-4033
Purchasing, Holly Durrance (386) 313-4063

RECOMMENDATIONS: Request the Board approve the first contract extension of 17-021P. Group Medical at the renewal rates as outlined above for the period beginning October 1, 2020 through September 30, 2023 and authorize the Chairman to execute the renewal agreement as approved to form by the County Attorney and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
1. Florida Blue Contract Extension Quote
(Item 7o – continued)

Commissioner Ericksen stated he did not like the way Blue Cross and Blue Shield planned and conducted business countrywide. He asked what the County paid for administrative fees.

Sherry Bugnet, The Bailey Group, replied the current fee was $51.80 per employee per month whether it was single or family coverage, which would continue for the next 12 months.

Commissioner Ericksen asked if they conducted regular audits of the payments and, if so, how often did the BCC get them. He felt the plan favored the physician as opposed to the patient. He spoke on some of the problems he had encountered.

Ms. Bugnet replied Florida Blue did regular audits, but The Bailey Group did not. Noted it had vendors the County could use if the BCC wanted an audit.

Commissioner Hansen questioned the fee amount.

Ms. Bugnet replied the $51.80 administrative fee was probably on the higher end of the scale; however, the discounts on the claims at Florida Blue were significantly deeper than some of the other carriers and would make up for any additional amount with the savings in claims the County would have.

A motion was made by Commissioner Hansen to approved Item 7o as presented. Seconded by Commissioner O’Brien.

Chair Sullivan called the question. Motion carried 4 to 1 with Commissioner Ericksen dissenting.
ITEM 7R – CONSIDER REQUEST OF CITY OF FLAGLER BEACH TO TERMINATE THE 2008 INTERLOCAL AGREEMENT AND CREATE NEW AGREEMENT FOR MOODY-WICKLINE SENIOR SERVICES CENTER WHICH PRESENTLY HOUSES THE COUNTY’S SENIOR MEALS AND SERVICES PROGRAM

The following was requested by County Administration:

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

SUBJECT: Consider Request of City of Flagler Beach to Terminate the 2008 Interlocal Agreement and Create New Agreement for Moody-Wickline Senior Services Center Which Presently Houses the County’s Senior Meals and Services Program.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: On May 18, 2020 the County Administrator received a letter from the City Manager on behalf of the Flagler Beach Commission expressing the City’s desire to terminate the existing Interlocal Agreement governing the use by the County of the Moody-Wickline Senior Services Center. The letter is attached. The County has used this site for serving meals to the seniors in its programs, and provides recreational and other service opportunities for program participants.

The senior meals and services programs have operated at this site since 1991, originally by the former Flagler County Council on Aging which closed its corporation in approximately 2003. The County stepped in and assumed the responsibilities of the program and this role has continued to this date. Shared use of the physical facilities with the City was codified in the Interlocal Agreement of 2008. A copy is attached for reference.

The physical site of the County senior program services is the former student cafeteria of the public school that operated at what is today commonly called the Wickline Center and also called Wickline Park.

The Wickline Center and Park presently consists of a variety of structures and activities, including the city library, the playground, tennis and basketball courts, and picnic and meeting pavilions, along with the city planning and building department offices housed in the main historic building which was the center of the former elementary school that operated at the site.

The former cafeteria is one of those structures within the complex. The entire property (park and buildings) was under the ownership of the School Board until 1982 when the City requested the School Board to convey the property to the County. The School Board took a leaseback of 50 years on the property in order to operate adult education programs. The County managed the facilities, including the recreational improvements, and also handled the intergovernmental aspects of the property over the many years of its ownership.

As part of its stewardship of the property, the County obtained a state historic preservation grant to restore the main building which was the center of the public elementary school that operated there. The County also purchased the adjoining park lands then known as the Flagship Harbor Preserve until renamed in memory of Betty Stetlick in 2006. One of the main trail heads of the Preserve is located at Wickline Park.

In November 2000 the City requested that the County deed over the entire complex, Wickline Center and Park, to the City. The County completed the transaction and the City took over operations of the complex. This transfer included the former cafeteria building. However, the senior meals and other service programs continued to operate out of the cafeteria by the then Council on Aging. When the County stepped in 2003 after the Council defaulted on the programs and grants, it continued the programs in the former cafeteria.
Chair Sullivan noted the City of Flagler Beach wanted a new interlocal agreement for quite some time which tied into the County’s future plans for a senior center.

Commissioner Hansen stated renegotiating was fine, but he did not want to lose the ability to serve the senior citizens of Flagler County.

County Administrator Cameron pointed out the building was old and in need of major repairs. Stated the city manager was willing to work with the County even if it took a couple of years.

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

Chair Sullivan called the question. Motion carried unanimously.
ITEM 7S – CONSIDERATION TO AMEND LOAN AGREEMENT WW 180502 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

The following was requested by the County Engineer and Financial Services Director:

John Brower, Financial Services Director, stated this would reduce the amount of the loan, noting the debt service had already been budgeted for FY20 and beyond.

Public comment:

Jane Gentile Youd sent an email (on file in the Clerk’s Office) read earlier in the meeting requesting the County or FDEP take full responsibility for the remaining loan balance of $4,934, and prohibit it from being a debt for the illegally created enterprise fund. Questioned why the FDEP letter was addressed to the County Engineer instead of the County Administrator.

County Engineer Alkhatib explained the letter from FDEP was addressed to the County Engineer instead of the County Administrator, because she and her staff were the ones who requested the loan and worked with FDEP.
(Item 7s – continued)

County Administrator Cameron noted once the County executed an agreement months transferring the utility to the Florida Governmental Utility Authority, the loan would be retired.

County Attorney Hadeed reiterated the enterprise fund for Plantation Bay Utility was lawfully established at a public hearing held by the BCC on September 4, 2013 and embodied in Resolution 2013-34 and in partnership with the City of Bunnell. He continued to explain.

A motion was made by Commissioner Hansen to approve Item 7s as presented. Seconded by Commissioner O’Brien.

Chair Sullivan called the question. Motion carried unanimously.

GENERAL BUSINESS

ITEM 8A – MEDICAL PLAN FUND DISCUSSION

Sherry Bugnet, The Bailey Group, gave the presentation (on file in the Clerk’s Office) and advised April claims for most of the groups were lower than in the past due to people not keeping appointments for elective surgeries and that might not be the best data to make long term decisions. Stated the County was good year-to-date at $1.7 million in the positive for the plan.

Reviewed the three recommended options for the BCC:

- Option 1 – County absorbs the $260,000 increase needed for the fund to remain in the positive based on current projections which would increase the per person cost from $10,500 per year to $10,815 per year per employee, with no increase to the employee.
- Option 2 – increase the employee and employer cost by 2.79% employer contribution from $10,500 to $10,793 employee cost would go up a max of $7.68 per month
- Option 3 – employee to absorb the entire $260,000 which would increase their cost approximately 53%.

Chair Sullivan asked for clarification of what the BCC was being asked to do at this time.

County Administrator Cameron stated his understanding was a firm commitment was needed for the upcoming open enrollment.

There was discussion on the options.

Commissioner O’Brien stated he did not feel the County needed to go from a $10,500 to a $10,793 allocation and wanted a more in depth discussion, but agreed with not increasing the employee contribution cost.
Commissioner Hansen agreed.

A motion was made by Commissioner O’Brien to not increase the employee cost for health insurance coverage this year. Seconded by Commissioner Mullins.

County Administrator Cameron stated he understood the BCC did not want to commit to the cost number at this time, but rather it wanted to agree to that number in the budgeting process.

Commissioner O’Brien stated he had to be convinced that it was the correct number per FTE (full-time equivalent) and there was other ways to get to it.

Commissioner Ericksen confirmed the BCC was only discussing health insurance.

There was no public comment.

Chair Sullivan called the question. Motion carried unanimously.

PUBLIC HEARINGS

ITEM 9
None

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Cameron reported he received correspondence from the Bunnell City Manager requesting a letter of support to the Department of Economic Opportunity for a grant to begin planning for Flagler Central Commerce Parkway

There was BCC consensus for the letter of support, noting it was a high priority.

County Administrator Cameron stated staff believed things should return to normal from as soon as possible in a safe and responsible way, which included business, ballfields and others.
ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed reported the following:

- Captains BBQ mediation settlement agreement still being worked on and when complete the BCC would have time to review
- Gave dunes easements update
- He participated in a continuing legal education program by the American Bar Association for state and local government law section having to do with COVID-19

ITEM 10C – COMMUNITY OUTREACH

None

ITEM 10D – COMMISSIONER REPORTS/COMMENTS/ACTION

Commissioner Ericksen commended staff on a job well done.

Commissioner Mullins spoke on how the Citizens Academy was a great program, that teen sports should open safely and soon, requested an update on the census and elections, the road dedication on the Westside, congratulated the 2020 high school graduates, cautioned of possible protests on June 3, 2020, and felt people that owed the County money should be made to pay.

County Attorney Hadeed stated those people who owed money were being prosecuted by the Florida Attorney General on behalf of Flagler County.

Commissioner Mullins stated he wanted to show support for local business that wanted to open after COVID-19. Also asked for a consensus to reward staff with a summer picnic funded by private organizations after July 4.

There was BCC consensus to wait until after the COVID-19 pandemic subsided before holding a picnic.

Commissioner Mullins spoke about a disturbing email accusing him of illegal activities and read the Florida Department of Law Enforcement investigative report (on file in the Clerk’s Office).

Asked for a consensus for a resolution identifying the County’s strengths and showing it was welcoming to clean industry.

There was BCC consensus to have staff work with the County Attorney to create a resolution as described.

Commissioner O’Brien thanked Mr. Brower and staff for the budget process.

Asked for an update on the abandoned hotel on Old Dixie Highway.
(Item 10d – continued)

County Administrator Cameron stated the owners of the hotel were given notice to bring it into compliance or demolish the building. Advised the owners brought plans for a total rehabilitation of the property. Stated they were then given notice to fence the property and correct the problem with the pool. Pointed out if the hotel was rebuilt, it would bring the value back and would put a commercial company back on the tax rolls and save the County $250,000 for demolition.

Commissioner O’Brien stated he had been told the hotel sign was dangerous.

County Administrator Cameron replied staff was addressing the problem and was receiving weekly updates on the progress.

Chair Sullivan thanked Mr. Brower and staff for the budget meetings and supported staff going after any grant funding that was available.

Pointed out the five BCC members represented the entire county and felt they needed to be extremely careful when deciding what would open or not open and to be fair when doing so.

Commissioner Hansen stated he felt it was important to show how much of the annual budget was grant money as opposed to ad valorem tax money and would like to see that in the budget again.

Commented he was having a hard time rationalizing to people why they could not play softball when Home Depot, Lowes and Wal-Mart never closed and people were very close to each other in stores and not wearing masks. Noted he advised his constituents they had to abide by what the governor said, but it did not always make sense. Pointed out the Governor opened all of the state parks and asked if all of the parks in the County were open.

County Administrator Cameron stated all of the parks were open with the exception for team events which should be allowed this week.

Commissioner Mullins noted home rule was important, pointing out Memorial Day and the NASA rocket launch events were packed. Stated if the COVID-19 numbers did not increase, they needed to safely get back to life as people wanted to do.

There was further discussion on medical guidance on wearing or not wearing masks, social distancing and others related to transmitting or contracting COVID-19.

Commissioner Ericksen advised Commissioner Mullins to get use to public irritants and gave a few examples. Stated the Florida Association of Counties stated Flagler County had the most advanced county commissioner graduates at ten.

Commissioner O’Brien noted he concurred with a lot of what the other commissioners said.
June 1, 2020
Regular Meeting

ADJOURNMENT

The meeting was adjourned by consensus at *11:26 am.

APPROVED AND ADOPTED __________________________________________________

ATTEST: 

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

____________________________  _______________________________
Tom Bexley  David C. Sullivan
Clerk of the Circuit Court & Comptroller  Chair
SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: On October 4, 2016, based on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of Hurricane Matthew. 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 in seven day increments as needed.

Hurricane Matthew struck the County on October 7, 2016 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. During this state of local emergency, the County has completed installation of seawalls in Painters Hill and an emergency berm in much of the unincorporated county. 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.

In Flagler Beach, the coastline remains in disrepair with severely damaged dunes and much of A1A in need of a long term solution. The County has entered into an agreement with the Army Corps of Engineers to restore dunes in southern Flagler Beach and is coordinating with FDOT to restore dunes in the northern half of Flagler Beach and with FDOT and FDEP to restore dunes from South 28th Street to the Volusia County line. County staff have been engaged in a broad public outreach to educate the public about these efforts and to secure the legal authorization from property owners to renourish dunes within Flagler Beach. The critical area now is the Army Corps project segment to get the last of the easements in order to commence the project. The process has reached a critical stage. To stay on schedule the County needs to secure all easements before the end of the month. While easements continue to be received, the County is not able to predict its success at the present time. Extraordinary measures may be necessary.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

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, 06/02/2020
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 06/09/2020
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

June 2, 2020

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, Hurricane Matthew had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, threatening adjoining homes and businesses, which roadway remains under repair; and

WHEREAS, Hurricane Matthew has exposed the beachfront of Flagler County to a critical risk of further damage; and

WHEREAS, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Director, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods in accordance with law; 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 scarping 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, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes, and scarping approximately $3.7 million in damage to the dune system of Flagler County; and
WHEREAS, as a result of Hurricane Matthew compounded with subsequent weather events, the County is engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast and has installed a seawall in Painters Hill and 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 to protect the berm; 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, in order to preserve the structural integrity of the berm, protect dune vegetation, and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches of the entire county 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, the County is presently undertaking, with the assistance of local, state, and federal agencies, the renourishment of approximately six miles of dunes in the City of Flagler Beach and in the southern part of the Town of Beverly Beach; 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 2nd day of June 2020.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

David C. Sullivan, Chair

CONCURRENCE:

Jonathan Lord, Emergency Management Director

APPROVED AS TO FORM:

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

June 9, 2020

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, Hurricane Matthew had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, threatening adjoining homes and businesses, which roadway remains under repair; and

WHEREAS, Hurricane Matthew has exposed the beachfront of Flagler County to a critical risk of further damage; and

WHEREAS, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Director, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods in accordance with law; 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, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes, and scarring approximately $3.7 million in damage to the dune system of Flagler County; and
WHEREAS, as a result of Hurricane Matthew compounded with subsequent weather events, the County is engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast and has installed a seawall in Painters Hill and 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 to protect the berm; 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, in order to preserve the structural integrity of the berm, protect dune vegetation, and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches of the entire county 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, the County is presently undertaking, with the assistance of local, state, and federal agencies, the renourishment of approximately six miles of dunes in the City of Flagler Beach and in the southern part of the Town of Beverly Beach; 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 9th day of June 2020.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

David C. Sullivan, Chair

CONCURRENCE:

Jonathan Lord, Emergency Management Director

APPROVED AS TO FORM:

Al Hadeed, County Attorney
SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency and Emergency Orders Pertaining to COVID-19.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: On March 16, 2020, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of COVID-19. By law, the Proclamation may only last for seven days but may be renewed in seven-day increments as needed. Accordingly, as the emergency conditions persist, the Chair successively extends the State of Local Emergency by Proclamation every seven days and the Board ratifies the extensions at the next regularly schedule Commission Meeting.

During a declared state of local emergency, the County Administrator and the Emergency Management Director have the authority to issue emergency orders to address the emergency in real time. Under County Code Section 12-34, such actions must be reported to the Commission as soon as practical under the circumstances. To date, the Board has ratified seven orders pertaining to the Covid-19 emergency, ranging from the closing of beaches and parks to quarantining of visitors from hot spots and also providing for electronic signatures and virtual meetings. Today’s agenda item ratifies the most recent seven-day extensions of the state of local emergency, as required by law, to allow the County to respond to the emergency as it evolves and as we enter Phase II of the Governor’s Plan for Florida’s Recovery.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency and Emergency Orders for COVID-19.

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – COVID-19, 06/01/2020
2. Proclamation Extending State of Local Emergency – COVID-19, 06/08/2020
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(COVID-19)

Effective June 1, 2020

WHEREAS, on March 16, 2020, the Chair of the Flagler County Board of County Commissioners declared a state of local emergency pursuant to Chapter 12, Flagler County Code, and Section 252.38(3), Florida Statutes, in response to the public health emergency posed by the COVID-19 pandemic; and

WHEREAS, since that time the Chair has successively extended the state of local emergency by proclamation, all of which have been ratified by the Flagler County Board of County Commissioners; and

WHEREAS, during this time frame of successive emergency declarations, the Governor has issued a series of executive orders which limit the interaction of Flagler County residents and visitors and restrict the ability to engage in commerce in order to curtail the spread of the coronavirus through aggressive social distancing, self-isolation and stay at home guidance; and

WHEREAS, the municipalities and state agencies within Flagler County have also taken protective measures to mitigate the spread of the virus by limiting the in-person interaction and congregating of persons in what would otherwise be daily routines; and

WHEREAS, among such measures, the County has issued Emergency Order 2020-01, closing the County's beaches and its park facilities to the general public and also Emergency Order 2020-02 authorizing the use of electronic documents and signatures in the transaction of County business to also minimize interpersonal contact; and

WHEREAS, the number of confirmed COVID-19 cases within the County continues to increase; and

WHEREAS, the emergency posed by COVID-19 remains very much ongoing, not only within the County and State, but across the Nation and much of the world; and

WHEREAS, extending the state of local emergency enables the County to mobilize resources and take the action necessary to address issues related to the pandemic as they arise in real time.
NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The state of local emergency declared on March 16, 2020, and renewed successively since, is hereby renewed and extended for an additional seven 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 March 16, 2020, declaring a state of local emergency, are hereby retained and continued for the duration of this Proclamation and are hereby incorporated by reference.

DONE AND ORDERED in Flagler County, Florida, this 1st day of June 2020.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]
David C. Sullivan, Chair

CONCURRENCE:

[Signature]
Jerry Cameron
County Administrator

APPROVED AS TO FORM:

[Signature]
Jonathan Lord,
Emergency Management Director

[Signature]
Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(COVID-19)

Effective June 8, 2020

WHEREAS, on March 16, 2020, the Chair of the Flagler County Board of County Commissioners declared a state of local emergency pursuant to Chapter 12, Flagler County Code, and Section 252.38(3), Florida Statutes, in response to the public health emergency posed by the COVID-19 pandemic; and

WHEREAS, since that time the Chair has successively extended the state of local emergency by proclamation, all of which have been ratified by the Flagler County Board of County Commissioners; and

WHEREAS, during this time frame of successive emergency declarations, the Governor has issued a series of executive orders which limit the interaction of Flagler County residents and visitors and restrict the ability to engage in commerce in order to curtail the spread of the coronavirus through aggressive social distancing, self-isolation and stay at home guidance; and

WHEREAS, the municipalities and state agencies within Flagler County have also taken protective measures to mitigate the spread of the virus by limiting the in-person interaction and congregating of persons in what would otherwise be daily routines; and

WHEREAS, among such measures, the County has issued Emergency Order 2020-01, closing the County's beaches and its park facilities to the general public and also Emergency Order 2020-02 authorizing the use of electronic documents and signatures in the transaction of County business to also minimize interpersonal contact; and

WHEREAS, the number of confirmed COVID-19 cases within the County continues to increase; and

WHEREAS, the emergency posed by COVID-19 remains very much ongoing, not only within the County and State, but across the Nation and much of the world; and

WHEREAS, extending the state of local emergency enables the County to mobilize resources and take the action necessary to address issues related to the pandemic as they arise in real time.
NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The state of local emergency declared on March 16, 2020, and renewed successively since, is hereby renewed and extended for an additional seven 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 March 16, 2020, declaring a state of local emergency, are hereby retained and continued for the duration of this Proclamation and are hereby incorporated by reference.

DONE AND ORDERED in Flagler County, Florida, this 8th day of June 2020.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

David C. Sullivan, Chair

CONCURRENCE:

Jerri Cameron
County Administrator

APPROVED AS TO FORM:

Jonathan Lord,
Emergency Management Director

Al Hadeed, County Attorney
SUBJECT: CareerSource Flagler/Volusia 2020-2021 Annual Budget, Appointment of Board Members and Acknowledgement of the Memorandum of Understanding and Infrastructure Funding Agreement between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: The Regional Workforce Development Board of Flagler and Volusia Counties (CareerSource - Program Administrator) provides employment training services for Flagler and Volusia County residents. The Flagler and Volusia Counties Board of County Commissioners serve as the local government authority for this Board. CareerSource is seeking action on the following:

1. Approval of the Annual Budget for Fiscal Year 2020-21. CareerSource receives its funding from the Florida State Department of Economic Opportunity. Florida Legislation mandates that the local elected officials approve the CareerSource annual budget. The CareerSource Flagler Volusia Workforce Development Board at its meeting on May 29, 2020 approved the budget.

2. Approval of the appointment of:
   a. Mr. Arthur Leoffler

   Approval of the renewing appointments:
   a. Ms. Mary Jo Allen
   b. Ms. Elizabeth Albert
   c. Mr. John Wanamaker
   d. Mr. Bret Schmitz
   e. Mr. Mark Lanham

   County-Designated Representative:
   a. Ms. Kat Friel, Flagler County
   b. Ms. Helga van Eckert, Volusia County

3. Acknowledgement of the Memorandum of Understanding and Infrastructure Funding Agreement between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity.

In accordance with the Interlocal Agreement between Flagler and Volusia Counties regarding the CareerSource Flagler/Volusia Board, both Counties must approve appointments.

CareerSource promotes a seamless delivery of services to job seekers, youth and business with streamlined access to a wide range of high quality information and services about jobs, careers, labor markets, skill standards, education and training programs for Flagler and Volusia residents.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Administration (386) 313-4001
RECOMMENDATION: Request the approval of the CareerSource Flagler/Volusia 2020-2021 Annual Budget, approve the appointment of board members and acknowledgment of the Memorandum of Understanding and Infrastructure Funding Agreement between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity.

ATTACHMENTS:
2. CareerSource Flagler/Volusia Summary Budget Comparison
3. 2020-2021 Annual Budget and Approval Page
4. Application from Mr. Arthur Leoffler
5. Letters of Nomination
6. CareerSource Flagler Volusia Board Roster
7. Agreement Between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity
May 29, 2020

Ms. Luci Dance  
Assistant County Administrator  
Flagler County  
1769 E. Moody Boulevard, Building Two-Suite 302  
Bunnell, Florida 32110

Dear Ms. Dance:

CareerSource Flagler Volusia is requesting that the following items be placed on the June 15, 2020 Flagler Board of County Commissioners Agenda.

1. Approval of the 2020-2021 Annual Budget.

Florida legislation requires that our Annual Budget be approved by our local elected officials. CareerSource Flagler Volusia has provided the budget to County staff members for their review prior to this request. The Budget was approved by the CareerSource Flagler Volusia Board of Directors at their meeting on May 29, 2020.

2. Appointment of the Board of Directors including new board members.

The application and nomination for the appointment of new Board member, Mr. Arthur Leoffler is enclosed. Additionally, nominations are enclosed for business members and community-based members who previously served on the board and whose terms are renewing:

Ms. Mary Jo Allen  
Ms. Elizabeth Albert  
Mr. Bret Schmitz  
Mr. Mark Lanham

County-designated representatives:

Ms. Katrina Friel, Flagler County  
Ms. Helga van Eckert, Volusia County
3. Acknowledgement of the Memorandum of Understanding and Infrastructure Funding Agreement between CareerSource Flagler Volusia and the Florida Department of Economic Opportunity.

The Florida Department of Economic Opportunity requires that the Memorandum of Understanding and Infrastructure Funding Agreement be acknowledged by the Chief Local Elected Official. A copy of the Agreement has been previously provided to County staff members. The signature sheet to acknowledge the Agreement is enclosed.

Also enclosed are the signature sheets for the 2020-2021 Annual Budget which must be submitted to the state prior to the July 1, 2020 program year start.

Thank you for your assistance with this matter. If you have any questions, or need any additional information, please do not hesitate to contact me at 386-323-7077.

Sincerely,

Robin R. King
President & CEO
Summary Budget Comparison
CareerSource Flagler Volusia
Draft of FY 2020-21 Budget Request

<table>
<thead>
<tr>
<th>Revenues By Source</th>
<th>FY 2018-19 Actual</th>
<th>FY 2019-2020 Estimated Actual</th>
<th>FY 2020-2021 Request</th>
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<tr>
<td>Temporary Assistance for Needy Families</td>
<td>$2,078,345</td>
<td>$1,970,371</td>
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<td>Workforce Investment Act Adult &amp; Dislocated</td>
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<td>Workforce Investment Act Youth</td>
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<td>Food Stamps Employment Training</td>
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<td>Veterans</td>
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<td>H1-B Grant</td>
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<td>Other</td>
<td>$208,855</td>
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<td>Appropriated Fund Balance</td>
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<td>$1,079,922</td>
<td>$1,340,096</td>
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<td><strong>Total Revenues</strong></td>
<td><strong>$8,244,774</strong></td>
<td><strong>$9,206,821</strong></td>
<td><strong>$9,321,496</strong></td>
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Expenditures by Category

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<tr>
<th>Reserves</th>
<th>$1,079,922</th>
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<th>$1,519,973</th>
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<td><strong>Total Expenditures</strong></td>
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<td><strong>$9,206,821</strong></td>
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<td>Revenues vs Expenditures</td>
<td>$1,340,096</td>
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<td>$1,519,973</td>
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Number of Full-Time Positions: 15
Number of Part-Time Positions: 0

Expenditures By Category:
To the attention of: Budget Review
CareerSource Florida
PO Box 13179
Tallahassee, Florida 32317

The budget attached hereto, was approved by the Board of Directors of CareerSource Flagler Volusia/Local Workforce Development Board 11 on May 29, 2020.

[Signature]
Cheryl Tanenbaum, Chair
CareerSource Flagler Volusia

At the Flagler Board of County Commissioners Meeting held on June 15, 2020, the budget, a copy of which is attached hereto, was approved by the designated local elected official of Flagler County/Local Workforce Development Board 11.

__________________________
David Sullivan, Chair
Flagler Board of County Commissioners

For questions related to the submitted budget, please contact Ms. Jennifer Campbell, CFO at (386) 323-7078.
APPLICATION FOR CAREERSOURCE FLAGLER VOLUSIA
BOARD MEMBERSHIP

Today's Date: February 17, 2020

I. Name:

ARTHUR L. LOEFFLER CPA

II. Organization/Company Name:

AMERICAN RADIONIC CO., INC.

Occupation/Title:

CEO

Prior Occupation if retired:

Ag

Business Address:

32 HARELOCK DRIVE
PALM COAST, FL 32137

Home Address:

30 CASA BELLA CIRCLE UNIT 1001
PALM COAST, FL 32137

Business Phone number: 386-445-6000 (x302)

Fax number: 386-445-6871

Cell Phone number: 716-383-1045
Email Address: ALOFFLER C LOFFLER CPA. COM

Assistant’s Email Address and Phone Number:

LISA SANTIAGO

(386) 445-6000 (x 304)

III. Demographic Data (Optional):

a. Gender: Female Male

b. Ethnicity: Caucasian African American or Black Asian
   Hispanic American Indian Other

c. Citizenship: U.S. Citizen or Naturalized Citizen
   Lawfully Admitted Alien or Refugee

d. Veteran: No Yes:
   Branch: 

   e. Educational Degrees, College or University, type of degree, include
      specialized training:

      BS BERNARD BARNSH COLLEGE
      CPA THE COOPER UNION UNIVERSITY
      NY STATE LICENSE #064719

IV. What is your interest in becoming a member of the CareerSourceFV
    Board?

    To participate in furtherance of Career Source
    Vision in P字母 County at well as 梵SA county

V. Have you ever been a Customer of Career Center Services?
   NO
VI. What special experience/training or qualifications do you have that you could bring to the Board?

- Board Chairman of Brevard College (10+ years)
- Current Board Chairman of XYZ Manufacturing Inc.
- CPA Certification - NY State

VII. Other current or previous Board membership (include offices held or Committee Service):

- [List]
- [Current Committee Position or Career Source]

VIII. Any personal information you wish to share with the Nomination Committee:

- My interest is not just a board member seat - I want to be involved to make a difference. (When "I am in - I am in"!!)

IX. Conflicts of Interest (any known or potential conflicts of interest which may be applicable to membership on the CareerSourceFV Board) are as follows: If none, indicate

- None

X. Much of the work of the Board of Directors is accomplished by the Board’s committees. Please select the Committee(s) you would like to serve on:

- [Checkmark]
  - Career Pathways Committee

  In order to ensure a qualified talent pool for today and tomorrow, the Career Pathways Committee ensures that our workforce system is sector driven and guided by continuous and accurate business intelligence.
The Industry Demand Connection Committee focuses on an effective workforce career system by involving businesses in solutions to develop talent opportunities.

The Finance Committee provides oversight to ensure effective use of funds by investment in identified business-valued training.

Return application to: Nominations Committee
CareerSource Flagler Volusia
329 Bill France Blvd.
Daytona Beach, FL 32114

Please feel free to attach a résumé and any additional sheets as needed.
May 16, 2020

Ms. Robin King
President
CareerSource Flagler Volusia
329 Bill France Blvd.
Daytona Beach, FL 32114

Dear Ms. King:

The Volusia Manufacturers Association would like to nominate Arthur Loeffler, CEO/CFO, America Radionics to the CareerSource Flagler Volusia Board. American Radionics is a major advanced manufacturing employer in our area and has a strong history of community involvement. Mr. Loeffler carries on that tradition and is particularly committed to building a much needed manufacturing talent pipeline.

He will make an excellent contribution to the CareerSource Flagler Volusia Mission and will represent the manufacturing sector with much expertise.

With Kindest Regards,

Jayne Fifer, CAE
President/CEO
January 24, 2020

Ms. Robin King
President & CEO
CareerSource Flagler Volusia
329 Bill France Blvd.
Daytona Beach, FL 32114

Dear Robin:

Please accept this as our formal recommendation to nominate Mary Jo Allen, Halifax Health, to the CareerSource Flagler Volusia Board of Directors:

Please let me know if you have any questions.

Sincerely,

Nancy Keefer, CCE
President & CEO
January 8, 2020
Robin King
President & CEO
CareerSource Flagler Volusia
359 Bill France Blvd.
Daytona Beach, FL 32114

Dear Ms. King,

The Volusia/Flagler AFL – CIO nominates Elizabeth Albert to membership on the CareerSource Flagler Volusia Board of Directors.

If you have any questions, please feel free to contact me at (937) 219 – 7230 or djurczi@ovsrr.org.

Thank you.

In Solidarity,

Daniel Kurczi
President
Volusia/Flagler Central Labor Council
AFL - CIO
February 17, 2020

Ms. Robin King
President
CareerSource Flagler Volusia
329 Bill France Blvd.
Daytona Beach, FL 32114

Dear Ms. King:

The Volusia Manufacturers Association would like to nominate Bret Schmitz, president, Hudson Technologies to the CareerSource Flagler Volusia Board. Hudson is a major advanced manufacturing employer in our area and has a strong history of community involvement. Mr. Schmitz carries on that tradition and is particularly committed to building a much needed manufacturing talent pipeline.

He will make an excellent contribution to the CareerSource Flagler Volusia Mission and will represent the manufacturing sector with much expertise.

With Kindest Regards,

Jayne Fifer, CAE
President/CFO
March 3, 2020

Ms. Robin King
President & CEO
CareerSource Volusia/Flagler
329 Bill France Boulevard
Daytona Beach, FL 32114

Dear Ms. King,

The City of New Smyrna Beach would like to nominate Mr. Mark Lanham, the General Manager of the New Smyrna Beach Walgreens to be reappointed, to continue serving on the CareerSource Board of Directors.

Mr. Lanham is the Store Manager for Walgreens in New Smyrna Beach, Florida. He has twenty years’ experience managing and recruiting team members in the retail and pharmacy sector. He was a Community Leader for Walgreens for six of those years, where he was responsible for building community relationships in his area and connecting Walgreens to charitable events in the community. He is currently responsible for staffing and developing leadership for the entire district (Volusia and part of Seminole County).

Mr. Lanham has a Bachelor in Business Administration from the University of Central Florida. He has implemented the REDI program in several of the stores in the District. REDI is the Retail Employees with Disabilities Initiative created by Walgreens to train people with disabilities to be qualified candidates for positions in their stores. He is currently serving on the CareerSource Flagler/Volusia Board of Directors. During his term he has helped and provide input for the Stars Program which is a program mirrored from the REDI program. He is also a facilitator for Alliance 4 retail sector for CareerSource; finding solutions to the performance gaps of applicants in our community; and connecting businesses, schools and economic development in these discussions.

Mr. Lanham’s past service as a member of the CareerSource Board of Directors, bodes well for continued benefit to our community, as well as further value to your board.

Respectfully,

[Signature]

Khalid Resheidat
City Manager
## WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC
### Region 11
#### Local Workforce Development Board

<table>
<thead>
<tr>
<th>WIOA Mandate</th>
<th>LWDB Member Name/Address</th>
<th>Qualifications</th>
<th>Nominating Organization</th>
<th>Demographic</th>
<th>Term of Appointment</th>
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<td><strong>Post-Secondary Education</strong></td>
<td>LoBasso, Tom</td>
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<td></td>
<td>Daytona Beach, Florida 32120-2811</td>
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<td><strong>Organized Labor</strong></td>
<td>Albert, Elizabeth</td>
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<td>Central Florida AFL-CIO</td>
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<td>Nelson, Matthew</td>
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<td>IBEW #756 Central Labor Council - AFL-CIO</td>
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<td>International Brotherhood of Electrical Workers</td>
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<td>5901 Airport Road</td>
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<td>Port Orange, FL 32128</td>
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<td>Breneman, Denise</td>
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<td><strong>Disabled</strong></td>
<td>Special Olympics Florida – Volusia and Flagler</td>
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<td>Economic Development</td>
<td>van Eckert, Helga Department of Economic Development 700 Catalina Drive, Suite 115 Daytona Beach, FL 32114</td>
<td>Economic Development Director</td>
<td>County of Volusia</td>
<td>W/M</td>
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<td>Economic Development</td>
<td>Friel, Katrina Flagler County Economic Development 1769 E. Moody Blvd., Bldg. 2 Bunnell, Florida 32110</td>
<td>Project Manager</td>
<td>Flagler County</td>
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<td>Business</td>
<td>Schmitz, Bret Hudson Technologies 1327 US Highway 1 Ormond Beach, FL 32174</td>
<td>President</td>
<td>Volusia Manufacturers Association</td>
<td>W/M</td>
<td>07/01/20-06/30/23</td>
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<tr>
<td>Local Elected Official/Community Based Organization - Veterans</td>
<td>O’Brien, Donald Flagler County Commission 1200 E Moody Blvd. Bunnell, FL 32110</td>
<td>Commissioner District 5</td>
<td>Flagler County</td>
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<td>Vocational Rehabilitation</td>
<td>White, Angie Vocational Rehabilitation 2050 Art Museum Drive, Suite 205 Jacksonville, Florida 32207</td>
<td>Area Director</td>
<td>Vocational Rehabilitation</td>
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<td>Business</td>
<td>Valderrama, Carlos Valderrama Partners, LLC 1676 Providence Blvd. Deltona, FL 32725</td>
<td>Managing Partner</td>
<td>Hispanidad Foundation</td>
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### WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC
#### Region 11
Local Workforce Development Board

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<tr>
<th>WIOA Mandate</th>
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<tr>
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<td>Lanham, Mark Walgreens 800 Highway A1A New Smyrna Beach, FL 32169</td>
<td>Manager</td>
<td>New Smyrna Economic Development</td>
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<td>Business</td>
<td>Loeffler, Arthur L. American Radiomics Company, Inc. 32 Hargrove Grade Palm Coast, FL 32125</td>
<td>CEO</td>
<td>Volusia Manufacturers Association</td>
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<td>Business</td>
<td>Davis, Robert Hotel Lodging Association of Volusia County 6232 Morning Drive Port Orange, FL 32127</td>
<td>President/Board Member</td>
<td>Hotel Lodging Association of Volusia County</td>
<td>W/M</td>
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<td>Business</td>
<td>Wanamaker, John Coldwell Banker Commercial AI Group 1019 Town Center Drive, Suite 200 Orange City, Florida 32763</td>
<td>Partner/Broker</td>
<td>DeLand Chamber of Commerce</td>
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<td>Business</td>
<td>Tanenbaum, Cheryl Intracoastal Bank 1290 Palm Coast Pkwy, NW Palm Coast, FL 32137</td>
<td>Senior Vice President</td>
<td>Flagler Chamber of Commerce</td>
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<tr>
<td><strong>Business</strong></td>
<td>Sharples, D. Kent CEO Business Alliance 825 Ballough Road, Suite 420 Daytona Beach, FL 32114</td>
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<td>Team Volusia</td>
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<td>Walker, Tyrone Primerica 129 Grande Belfly Way Daytona Beach, FL 32124</td>
<td>Consultant</td>
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<td>Giles, Bradley Giles Electric 1700 S. Seagrove Street South Daytona, FL 32119</td>
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<td>Daytona Chamber of Commerce</td>
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<td><strong>Business</strong></td>
<td>Allen, Mary Jo Halifax Health Hospice 3800 Woodbriar Trail Port Orange, FL 32129</td>
<td>Executive Director</td>
<td>Daytona Chamber of Commerce</td>
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<td><strong>Local Elected Official/Community Based Organization-Community Service Block Grant/HUD Employment &amp; Training</strong></td>
<td>Girtman, Barbara Volusia County Council 123 W. Indiana Avenue DeLand, FL 32720</td>
<td>County Council Member</td>
<td>Volusia County Council/Volusia County</td>
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WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC
Region 11
Local Workforce Development Board

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<th>Community Based Organization</th>
<th>Vice President</th>
<th>B/M</th>
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<td>640 Dr. Mary McLeod Bethune Blvd. Daytona Beach, Florida 32114</td>
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10 – Mandated Seats
13 – Private Business Sector

May, 2020
AGREEMENT
BETWEEN CAREERSOURCE FLAGLER VOLUSIA
AND THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

This Agreement is entered into between the State of Florida, Department of Economic Opportunity ("DEO"), and Workforce Development Board of Flagler and Volusia Counties, Inc., d/b/a CareerSource Flagler Volusia ("Board" or "Subrecipient"). DEO and the Board are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO is Florida's designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to DEO; and

WHEREAS, the Board is a "subrecipient" of funds (as that term is defined by federal law), and a "recipient" of funds (as that term is defined by state law); and

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, DEO and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

1. DEFINITIONS AND ACRONYMS.

   a. "Board" means the Local Workforce Development Board
   b. "CDBG-DR" means Community Development Block Grant-Disaster Recovery
   c. "CFR" means Code of Federal Regulations
   d. "CLEO" means the Chief Local Elected Official
   e. "DCF" means the Florida Department of Children and Families
   f. "FDLE" means the Florida Department of Law Enforcement
   g. "LWDA" means Local Workforce Development Area
   h. "MOU" means Memorandum of Understanding
   i. "NFA" means Notice of Award/Notice of Fund Availability
   j. "RA" means Reemployment Assistance
   k. "SNAP E&T" means the Supplemental Nutrition Assistance Program Employment & Training program
   l. "State Board" means the State Workforce Development Board
   m. "TAA" means Trade Adjustment Assistance
   n. "WIOA" means the Workforce Innovation and Opportunity Act
   o. "WP" means the Wagner-Peyser Act
   p. "WT" means the Welfare Transition program

2. TERM AND EXPIRATION. The Effective Date of this Agreement is July 1, 2020. This Agreement ends on June 30, 2021 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board's approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period". Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

3. FISCAL AND ADMINISTRATIVE CONTROLS.

   a. DEO will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon
an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not create DEO’s default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO’s financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient’s receipt of funding made under an NFA may be conditioned upon the Subrecipient’s successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient’s receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.

c. Accountability for Funds.

i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. DEO will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.

ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.

iii. Overpayments. If the Subrecipient’s (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds; (ii) a use of funds that doesn’t comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an “Overpayment”), then the Subrecipient shall return such Overpayment of funds to DEO.

iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient’s discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO’s Agreement Manager and made payable to the “Department of Economic Opportunity”. Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient 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, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board’s written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall
establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.

e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.

f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.

g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board’s compliance with all information system security matters and system access control for users of DEO-owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient’s compliance with 2 CFR §§ 200.310-200.316.

h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.

i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO’s website or distributed to the Subrecipient through other means.

j. Funds provided to the Subrecipient by DEO may not be used to pay consultants in excess of $710 per day and must be documented as reasonable and necessary.

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO, so DEO may review the Board’s performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board’s fiscal status and performance.

b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.

c. The Subrecipient shall allow access to representatives of DEO, DEO’s Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a “Compliance Review”). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary. The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be
responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com by the deadlines prescribed below:
   • Completed Salary Cap by April 1;
   • Annual detailed budget of revenues and expenditures by funding source by October 1; and
   • Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30.

e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:

   i. It is essential that the auditor test the Board’s reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.

   ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.

   iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.

   iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board’s leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

   v. For any affiliated organization, at a minimum the audit report should disclose the entity’s mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity’s relationship to the Board’s activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.

   vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.

   vii. The Board must limit the audit services to no more than five years and then must follow Florida
Statutes and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged with the Board for any of the previous five years.

f. DEO will meet at least annually with the CLEO and the Board to review the Board’s performance and compliance and will notify the Board’s Chief Executive Officer and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board’s failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and DEO may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of DEO or the State Board. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board’s failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other sanction or remedy available to DEO by law.

5. THE BOARD’S ONE-STOP DELIVERY SYSTEM. The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following one-stop delivery system requirements:

a. Each partner program in the Board’s career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.

b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).

c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.

d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.

e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.

g. The Board shall incorporate infrastructure funding provisions in each memorandum of understanding with its one-stop partners. Remedies for nonperformance must also be included.

6. SERVICES DELIVERED BY DEO STAFF WITHIN THE BOARD’S ONE-STOP DELIVERY SYSTEM.

a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.

b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-
stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.

c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.

d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO’s travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager’s approval prior to taking leave.

e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.

f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.

g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.

h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board’s partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, “basic career services” are referred to as “core services” in section 445.009(6)(a)(c), Florida Statutes, and “individualized career services” are referred to as “intensive services” in section 445.009(7), Florida Statutes.

i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. OPEN GOVERNMENT AND CONFIDENTIALITY.

a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.

b. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO’S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail 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-
c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board’s requests for guidance from other state agencies.

d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, “Individual Non-Disclosure and Confidentiality Certification Form,” prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.

e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board’s contractors. DEO will only grant access to DEO-owned systems to staff of the Board, its agents, contractors, subcontractors and entities performing services on behalf of the Board.

f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board’s use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall:

i. use the information it receives only for purposes authorized by law and consistent with this Agreement;

ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;

iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;

iv. ensure that any entity to which the Board further discloses the information complies with these terms;

v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);

vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from DEO’s information systems;

vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;

viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and

ix. allow DEO or its representatives access to conduct onsite inspections to ensure the Board’s compliance with section 443.1715, Florida Statutes.

g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO reserves the right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board’s control, including,
but not limited to, the cost of sending breach notifications.

8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.

ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.

iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.

iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

b. Level 2 Screenings.

i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all Board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.

ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.

iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

iv. State merit staff shall undergo Level 2 background screenings pursuant to the standards specified in section 435.04, Florida Statutes, as a pre-condition of employment. DEO will assist the Board in obtaining
state merit staff the required Level 2 background screenings pursuant to DEO’s established processes and procedures. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

9. LOCAL PLAN AND ASSURANCES.

a. The Board must submit and receive approval of local plans which outline the Board’s delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board’s methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.

b. Executive Order 11-116, signed May 21, 2011, by the Governor of Florida, requires DEO to use the U.S. Department of Homeland Security’s E-Verify system. The Board shall utilize the E-Verify system to verify the employment eligibility of all new employees after the Effective Date. After the Effective Date, and for all current employees, prior to any promotion or during that employee’s Level 1 or Level 2 background rescreening, the Board shall use the E-Verify system.

10. PROCUREMENT.

a. If the Board enters into a contract in the amount of $1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of $35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.

c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state’s discriminatory vendor list.

d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).

e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO data and DEO-owned systems. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.
f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

g. The Board may not purchase memberships or enter into any agreements with the Florida Workforce Development Association with funds provided by DEO. The Board may pay for registration dues in conjunction with training, including but not limited to the annual Summit provided by the Florida Workforce Development Association.

h. Funds expended for events must be compliant with 2 CFR 200.421, and DEO’s Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

11. COMPENSATION AND TRAVEL.

a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.

b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and are a prudent use of federal funds.

c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:

   i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.

   ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.

   iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board’s travel and expense policy. The Board’s travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.

b. The following information must be posted on the Board’s website in a manner easily accessed by the public:

   i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.

   ii. Employee positions and salary information for each position (including any benefits and performance bonuses).

   iii. A plain language version of any contract that is estimated to exceed $35,000 with a private entity,
municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
iv. A list of all Board members, company or entity that the Board member is employed by or owns, and their terms of service.
v. Interlocal agreement(s), as applicable
vi. Single Audit for the last two years.
vii. Board meeting minutes within 15 days of Board approval.
viii. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed $35,000.

c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report, or via fax at 1-800-914-0004.

c. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gravity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.

f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state: (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).

g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by [entities name] and the State of Florida, Department of Economic Opportunity.” If the sponsorship reference is in written form, the words “State of Florida, Department of Economic Opportunity” will appear in the same size letters or type as the name of the entity.

13. ETHICS.

a. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:

i. The acceptance of gifts;
ii. Self-dealing;
iii. A prohibition on unauthorized compensation;
iv. Conflicting employment or contractual relationships;
v. Appropriate disclosure and use of information; and
vi. Nepotism.

b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make reasonable modifications to the policy if requested by DEO. The Board must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.

c. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.

d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee’s decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, “gratuity” means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.

e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.

a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, polices, procedures, and rules.

b. The Board, in consultation with the CLEO, must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.

c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.

d. The Board shall ensure Board members complete mandatory Board orientation and training. The Board shall take all reasonable steps necessary to encourage attendance by the CLEO at Board orientation and training. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants.

15. RELATED PARTIES. The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

a. Related Parties. For purposes of this Agreement, “Related Party” includes any: Board member, Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.

b. Related Party Contract. For purposes of this Agreement, “Related Party Contract” means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail purchases made in the ordinary course of business or payments for utility services.
c. **Related Parties Compliance.** The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO any conflicts of interest that may arise during the upcoming year, or that actually arose in the current year and were not previously disclosed.

   i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that:
      (i) the Board member or employee with the conflict removes himself or herself from the room prior to any discussions at any meeting, including subcommittee meetings, involving the contract; (ii) the Board member or employee with the conflict is not physically present during the voting; and (iii) the Board member with the conflict abstains from any vote regarding the Related Party Contract.

   ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.

d. **Completion of Forms.** For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. Exhibits C and D must be submitted at or before the Board meeting in which the vote is to take place for board members and employees of the board who have any conflict of interest with the contracting vendor. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made. If the Related Party Contract was approved by the Board in the current or previous fiscal year and the Board intends to continue the Related Party Contract, Exhibits C and D must be submitted annually to DEO for approval prior to the beginning of the next fiscal year.

e. **Contracts $25,000 or Greater.** DEO may disapprove, in its sole discretion, any contract for the Board’s failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than $25,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@deod.myflorida.com.

f. **Contracts Less Than $25,000.** Within 30 days after execution of any contract less than $25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to WorkforceContract.Review@deod.myflorida.com.

16. **ADDITIONAL PROVISIONS.**

a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.

b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.

c. The Board is fully liable for its actions, and the actions of the Board’s officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney’s fees, arising from or relating to any action of the Board.
d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.

g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board’s website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

17. SERVICES TO INDIVIDUALS WITH DISABILITIES. The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY. The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.

19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS. DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor’s or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.

20. LIAISONS.

a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.

b. DEO’s formal liaison for purposes of this Agreement is Caroline ("Tisha") Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245-7126. All communication for which the Parties’ course of dealing does reveal a more appropriate liaison will be directed to Ms. Womack, or other designee.

c. The Board’s formal liaison for purposes of this Agreement is Robin King. Robin King can be reached at robinking@careersourcefv.com, or (386) 323-7077. All communication for which the Parties’ course of dealing does reveal a more appropriate liaison will be directed to Robin King, or other designee.

d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

21. REQUIRED LOCAL POSITIONS. Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:
22. **CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

23. **PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.

24. **ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of 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. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By: ______________________________

Signature

Printed Name: Ken Lawson

Title: Executive Director

Date: ______________________________

[LWDB Chairperson or person with authority to sign on behalf of LWDB (verify authority if not chairperson)]

By: ______________________________

Signature

Printed Name: [insert name]

Title: [insert title]

Date: ______________________________

Acknowledged by the Chief Local Elected Official:

By: ______________________________

 Signature

Printed Name: [insert name]

Title: [insert title]

Date: ______________________________
EXHIBIT A
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (Department or DEO) to the recipient may be subject to audits and/or monitoring by DEO as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term “contract,” as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or 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 subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the subrecipient 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 CFR 200, Subpart F - Audit Requirements, 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).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through DEO by this agreement. 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 nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For 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) and 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 (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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 nonstate 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).

PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Board will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The Board further agrees that, upon request, DEO will also be provided other audit work papers as needed.

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to:

   a. DEO at each of the following addresses:

   Electronic copies (preferred): or Paper (hard copy): Audit@deo.myflorida.com Department Economic Opportunity MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

   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, Florida 32399-1450


3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

   Electronic copies (preferred): or Paper (hard copy):
   Audit@deo.myflorida.com
   Department Economic Opportunity
   MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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 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, CFO, or Auditor General access to such records upon request. 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. 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.
FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

1. The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.

COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

1. The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement.
EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.

2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.

3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).

4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board’s Regional Security Officer.

5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.

6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.

7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).

8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.

9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.

12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed.
copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: ___________________________ Date: ___________________________

Print Employee Name: ___________________________

Address: ______________________________________
________________________________________________
________________________________________________

Work Telephone: ________________________________

E-Mail: _________________________________________
EXHIBIT C

CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, ______________________________, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource ________________________ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: ____________________________________________________________

Contractor Name & Address: ___________________________________________________________________

Contractor Contact Phone Number: ___________________________________________________________________

Contract Number or Other Identifying Information, if any: __________________________________________

Contract Term: ____________________________________________________________________________

Value of the Contract/Renewal/Extension: ______________________________________________________

Description of goods and/or services to be procured: ______________________________________________________

Name of board member or employee whose conflict of interest required the board’s approval of the contract by two-thirds (2/3) vote: ______________________________________________________

The nature of the conflicting interest in the contract: ________________________________________________

The board member or employee with the conflict of interest did did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee was not present during the discussion or vote.

I further attest that the following is being provided with this form:

• A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.

• Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.

I certify that the information above is true and correct.

__________________________________________________________________________  ______________________________
Signature of Board Chair / Vice Chair*                                          Print Name

__________________________________________________________________________
Date

* Must be certified and attested to by the board’s Chair or Vice Chair.
EXHIBIT D
DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, ____________________________________________, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR “Other” (describe) __________________________ could benefit financially from the contract described below:

Local Workforce Development Board: ____________________________________________________________

Contractor Name & Address: ________________________________________________________________

Contractor Contact Phone Number: ____________________________________________________________

Description or Nature of Contract: ___________________________________________________________

Description of Financial Benefit*: ___________________________________________________________

For purposes of the above contract the following disclosures are made: The contractor’s principals**/owners***: (check one)

_____ have no relative who is a member of the board or an employee of the board; OR

_____ have a relative who is a member of the board or an employee of the board, whose name is:

______________________________________________________________________________________

The contractor’s principals**/owners*** is/is is not (check one) a member of the board. If applicable, the principal’s/owner’s name is: _____________________________________________________________

Signature of Board Member/Employee __________________________ Print Name __________________________

Date __________________________________________

* “Benefit financially from a contract” means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member’s relatives or business associate or to a board employee and such benefit is not remote or speculative.

** “Principal” means an owner or high-level management employee with decision-making authority.

*** “Owner” means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD’S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST NOT BE PRESENT DURING ANY DISCUSSION AT ANY MEETINGS, INCLUDING SUBCOMMITTEE MEETINGS, INVOLVING THE CONTRACT AND MUST ABSTAIN FROM VOTING OR BEING PRESENT DURING VOTING BY REMOVING HIMSELF OR HERSELF FROM THE ROOM DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.
IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By: ________________________________

Signature

Printed Name: Ken Lawson

Title: Executive Director

Date: ________________________________

CAREERSOURCE FLAGLER VOLUSIA

By: ________________________________

Signature

Printed Name: Robin King

Title: President & CEO

Date: 5/29/2020

Acknowledged by:

FLAGLER COUNTY BOARD OF COMMISSIONERS

By: ________________________________

Signature

Printed Name: David Sullivan

Title: Chairman

Date: ________________________________
IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By: ________________________________
   
   Signature

Printed Name: Ken Lawson

Title: Executive Director

Date: ______________________________

CAREERSOURCE FLAGLER VOLUSIA

By: ________________________________
   
   Signature

Printed Name: Robin King

Title: President & CEO

Date: 5/07/2020

Acknowledged by:

FLAGLER COUNTY BOARD OF COMMISSIONERS

By: ________________________________
   
   Signature

Printed Name: David Sullivan

Title: Chairman

Date: ______________________________
IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By: __________________________________________________________
    Signature

Printed Name: Ken Lawson
Title: Executive Director
Date: ________________________________________________________

CAREERSOURCE FLAGLER VOLUMUSIA

By: __________________________________________________________
    Signature

Printed Name: Robin King
Title: President & CEO
Date: 5/9/2020

Acknowledged by:
FLAGLER COUNTY BOARD OF COMMISSIONERS

By: __________________________________________________________
    Signature

Printed Name: David Sullivan
Title: Chairman
Date: ________________________________________________________
SUBJECT: Library Board of Trustees Appointment.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: Sharon Atack is seeking reappointment to the Library Board of Trustees. Ms. Atack is a Flagler County resident, and staff has verified she is a registered voter.

Function: To establish policies regarding the delivery of public library services and to report to the Board and citizens of the County at least once a year regarding the status, progress, and needs of the library in regard to the provision of these services.

Membership: Consists of 7 members appointed by the Board.

Appointment Terms: Three-year terms.

Meeting Information: 2nd Monday of the month at 4:30 p.m. at the Flagler County Library in Palm Coast

Staff Liaison: Holly Albanese, Library Director

Vacancies are advertised on the County’s website, www.FlaglerCounty.org.

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

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Mari Davis, Executive Administrative Assistant (386) 313-4094

RECOMMENDATION: Request the Board to consider the reappointment of Ms. Sharon Atack to the Library Board of Trustees for a three-year term that would expire June 7, 2023.

ATTACHMENTS:
1. Email Confirming Reappointment Request
Subject: Library Board of Trustees reappointment

From: Sharon Atack
Sent: Monday, June 8, 2020 5:39 PM
To: Mari Davis <MDavis@flaglercounty.org>
Subject: Library Board of Trustees reappointment

This email originated outside the Flagler County email system. DO NOT click any links or open any attachments unless you know the sender and know the content is safe.

Dear Mari,

In response to your letter, please advise the Board of County Commissioners that I wish to be considered for reappointment to the Library Board of Trustees. Since there have been no changes since my last application, will you be able to submit that to the Board with my request for reappointment?

Thank you for your assistance.

Sincerely,
Sharon Atack
SUBJECT: Consideration of Accepting Unanticipated Revenue in the Amount of $89,505.15 from Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource for Older Americans Act, Amendment 1 to Contract OAA A020-FCBCC.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: Staff is seeking approval to accept $89,505.15 from ElderSource as part of the Family First Act for COVID-19 Congregate and Home-Delivered Meals. Amendment A1 of the Older Americans Act A020-FCBCC grant designates an additional $13,237.23 for Congregate Meals and $76,267.92 for Home-Delivered Meals. The purpose of the funding is to help our more vulnerable senior population stay safe and avoid leaving their homes. Current clients as well as those on the statewide waiting list for meal delivery are being served. In addition, the initiative is to partner with local restaurants to provide some of the meals which in turn helps local businesses and the local economy.

Staff and volunteers abide by health and safety protocols by being cleared daily for duty and wearing masks and gloves during delivery. This daily contact also keeps us in touch with clients to assure that they are doing well and to identify if they are in need of any additional services.

FUNDING INFORMATION: This funding was not included in the approved FY20 Budget. Funds will be recognized and appropriated through the attached Unanticipated Revenue Resolution. There are no matching funds required for this funding.

DEPARTMENT CONTACT: Joyce Bishop, Health & Human Services Director
386-586-2324 Extension 3626

RECOMMENDATION: Request the Board approve the Unanticipated Revenue Resolution in the amount of $89,505.15.

ATTACHMENTS:
1. OAA A020-FCBCC Amendment A1
2. Unanticipated Revenue Resolution
AMENDMENT ONE
BETWEEN
NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE
AND
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AMENDMENT entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource and Flagler County Board of County Commissioners (Contractor), collectively referred to as the "Parties" hereby amends contract A020-FCBCC.

WHEREAS, the purpose of this Amendment is to increase the services and funding of contract A020-FCBCC and replace attachments. The total contract amount of $418,948.93 is hereby increased by $89,505.15. The total contract amount is hereby amended to read $508,454.08, wherever stated throughout the contract.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Attachment I, Statement of Work. III.Method of Payment, B. Unit of Service, is hereby updated to remove prioritized spending requirement for HOIM/MATE.
2. Attachment II-Exhibit 2, Funding Summary, is hereby replaced.
3. Attachment IX, Budget Summary, is hereby replaced to include updated fixed cost and additional services.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS WHEREOF, the Parties have caused this twenty-two (22) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of contract A020-FCBCC as amended. This Amendment is effective on the last date the Amendment has been duly signed by both Parties.

<table>
<thead>
<tr>
<th>FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS</th>
<th>NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE</th>
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<tr>
<td>SIGNED:</td>
<td>SIGNED:</td>
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<tr>
<td>NAME: Jerry Cameron</td>
<td>NAME: LINDA LEVIN</td>
</tr>
<tr>
<td>TITLE: County Administrator</td>
<td>TITLE: CHIEF EXECUTIVE OFFICER</td>
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<td>DUNS NUMBER: 021121488</td>
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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.

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 Contractor is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, Title IIID, and Title IIIE Programs and NSIP, within its designated PSA. The program services shall be provided in a manner consistent with the Contractor’s current Area Plan, as updated and hereby incorporated by reference, and the current DOEA Programs and Services Handbook. The Contractor 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:

   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 III E, Caregiver Support Services

Eligibility for OAA Title III E, 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 Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

   The Contractor 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 Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

   The Contractor shall ensure the provision of program services is consistent with the Contractor’s current Service Provider Application, as 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 the AAA and the Department.
b. **Provider’s Nutrition Service Operations**

The Contractor 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 Contractor 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;

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 Contractor 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 Subcontractors**

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. 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 Subcontractor, the Contractor shall notify the ElderSource Contract Manager and the ElderSource Chief of Finance and Operations Officer in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. ElderSource will not be responsible or liable for any obligations or claims resulting from such action.

1. **Copies of Subcontracts**

The Contractor shall submit copies of all subcontracts to the ElderSource Contract Manager upon request and as part of Annual Provider monitoring.

2. **Monitoring the Performance of Subcontractors**

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor 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 Contractor shall monitor its subcontractors 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 Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under this contract and ensure that subcontractors dedicate adequate staff accordingly.

2. **Professional Qualifications**

The Contractor 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 Contractor 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 Contractor 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 Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor 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 Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor’s current ElderSource-approved 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 and Chore (Enhanced);

v. Companionship;

vi. Counseling (Gerontological and Mental Health/Screening);

vii. Education/Training;

viii. Emergency Alert Response;

ix. Escort;

x. Health Support;

xi. Home Health Aid;

xii. Homemaker;

xiii. Housing Improvement;

xiv. Information;

xv. Intake;

xvi. Interpreter/Translating;

xvii. Legal Assistance;

xviii. Material Aid;

xix. Occupational Therapy;

xx. Outreach;

xxi. Personal Care;

xxii. Physical Therapy;

xxiii. Recreation;

xxiv. Referral/Assistance;
xxv. Respite Services (In-Home and Facility Based);
xxvi. Screening/Assessment;
xxvii. Shopping Assistance;
xxviii. Skilled Nursing;
xxix. Specialized Medical Equipment, Services, and Supplies;
xxx. Speech Therapy;
xxxi. Telephone Reassurance; and
xxxii. Transportation.

b. 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.

c. 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.
e. 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/Screening);

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 (In-Home and Facility Based);

xii. Screening/Assessment; and

xiii. 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 and Chore (Enhanced);

(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/Screening);

(d) Education/Training;

(e) Legal Assistance;

(f) Outreach;
(g) Referral/Assistance;
(h) Screening/Assessment;
(i) Sitter; and
(j) Transportation.

2. **Provision of Services**

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook, the Contractor’s current ElderSource-approved Service Provider Application, and the tasks described in Section II.A.

3. **Administrative Responsibilities**

The Contractor shall provide management and oversight of OAA Program operations in accordance with the current DOEA Programs and Services Handbook and the Contractor’s current ElderSource-approved Service Provider Application. Management and oversight of OAA Program Operations include the following:

a. Develop a Service Provider Application and updating it annually, at a minimum, as directed by ElderSource.

b. Establish written policies, procedures, criteria, and standards for purchasing and procurement of goods and services on an open and competitive basis.

c. Review routine and special reports submitted by subcontractors and vendors.

d. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.

e. Monitor and evaluate subcontractors and vendors for fiscal, administrative, and programmatic compliance.

f. Appropriately and timely submit payments to subcontractors.

g. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension, or reduction.

### Complaint Procedures

The Contractor shall develop and implement complaint procedures and ensure that subcontractors 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.

h. Ensure compliance with CIRTS regulations.

i. Monitor performance objective achievements per targets set by ElderSource.

j. Conduct annual client satisfaction surveys to evaluate and improve service delivery.
E. Reports

The Contractor 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 Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet ElderSource’s reporting requirements.

1. OAA Annual Volunteer Activity Report

The Contractor shall submit an OAA Annual Volunteer Activity Report electronically, per the report specifications provided in Attachment XVI. The Annual Volunteer Activity Report must be completed and submitted to the Department by January 08, 2020.

2. CIRTS Reports

   a. Contractor shall input OAA-specific and NSIP-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor 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 for Subcontractors

      The Contractor 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). The Contractor 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 Contractor must submit to ElderSource.

   c. Monthly CIRTS Reports

      The Contractor 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 Request for Payment and Receipts and Expenditure Reports.

   d. Quarterly Mental Distress Reports

      The Contractor must address, at a minimum, quarterly CIRTS Mental Distress Reports and provide follow-up contacts to all active clients (other than clients who are active in SMMC LTC) identified with new (from their most recent assessment) and persistent (from their two most recent) mental distress. Follow-up information must be submitted to the ElderSource Contract Manager on a quarterly basis. Follow-ups shall include wellness checks (either over the phone or in person), address the client’s needs for mental health counseling or support, care through a medical professional, referrals to aging network services, referrals to community resources, etc.

3. Service Provider Application Update and All Revisions Thereto

   The Contractor shall submit, for approval by ElderSource, a Service Provider Application Update, wherein the Contractor enters OAA-specific data in CIRTS, as required by federal funding source.

4. Annual Service Cost Reports

   The Contractor shall require subcontractors to submit Annual Service Cost Reports which reflect actual costs of providing each service by program. The Contractor shall submit to the ElderSource Fiscal Department an Annual Service Cost Report within 45 days of contract end.
5. Surplus/Deficit Report
The Contractor 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 Contractor and ElderSource and must include the following:

a. A list of all programs and their status regarding surplus/deficit;

b. The Contractor’s detailed plan on how the surplus/deficit spending which exceeds the threshold specified by ElderSource will be resolved;

c. Number of clients currently on APCL that receive a priority ranking score of four (4) or five (5); and

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 Contractor shall submit brief written narratives to ElderSource for publication in the Program Highlight sections of the Department’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 Contractor 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 Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to ElderSource.

8. Congregate Meal Site and Food Service Vendor Verification Report
The Contractor shall conduct monthly reviews of their 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 using the Department’s current Meal Site Change Form. Any changes to this information that the Contractor is made aware of prior to the Contractor’s monthly report submission 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 May 12 of each year.

F. Records and Documentation
1. The Contractor agrees to make available to ElderSource staff and any party designated by ElderSource all contract related records and documentation. The Contractor 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 Contractor 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 Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to ElderSource upon request.

4. CIRTS Address Validation

The Contractor shall work with ElderSource to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, ElderSource will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for working with the local service providers to correct addresses and send a list to ElderSource with confirmed addresses. ElderSource will use this information to update maps, client rosters, and unmatched addresses and disseminate this information to the local service providers.

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

a. Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook, the Contractor’s current ElderSource-approved 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, Exhibits 1 – 7.

d. Develop and document strategies in the Service Provider Application to support 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 Contractor’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 Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor 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 Contractor 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. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor 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 Contractor from any accountability for tasks or services that the Contractor 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 Contractor to assist the Contractor in meeting the requirements of this contract. ElderSource’s support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. ElderSource Determinations

ElderSource reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor 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 Contractor performance. ElderSource will pay the Contractor 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

Contractor 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 Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application 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 Contractor may implement Modified Spending for all services listed on Attachment IX, with the exception of the prioritized spending service amounts listed in Table A. No changes in rates may be made without a request for an Amendment.

Table A

<table>
<thead>
<tr>
<th>MHSI</th>
<th>Flagler County Board of County Commissioners</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 9,802.12</td>
<td></td>
</tr>
</tbody>
</table>

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to ElderSource by the Department ("budget release"). The Contractor’s requests for advance requires the approval of the ElderSource Contract Manager. The Contractor shall provide the ElderSource Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, ElderSource will issue approved advanced payments after January 1st of the contract year. Advance payments will not be issued for NSIP.

1. All advance payments made to the Contractor 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 to this contract.

2. Interest earned on advances must be identified separately by source of funds, state or federal. Providers shall maintain advances of federal funds in FDIC interest bearing accounts unless otherwise exception is made in accordance with 45 CFR 74.22(k). 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 Contractor’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 Contractor shall be as follows:

1. The invoice shall include a “Remit to” address that corresponds exactly to the remittance address identified in the MyFloridaMarketPlace (MFMP) registration.
2. The monthly invoice shall include the units of services established in the Contractor’s ElderSource-approved Service Provider Application, 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 the Contractor’s ElderSource-approved budget after the execution of this contract shall require approval from the ElderSource Contract Manager prior to being made. Any change to the total contract amount requires a contract amendment.

3. The Contractor shall submit to ElderSource Requests for Payment (Attachment XI), Receipt and Expenditure Report (Attachment XII), and Cost Reimbursement Summary (Attachment XIII).

4. The Contractor shall include with the Fixed Fee/Unit Rate portion of its invoice the units of services provided based on rates established in Attachment XV, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks. The Contractor shall clearly state the provider name, the report month, and the invoice number on the invoice.

5. 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).

6. The Certified Minority Business Subcontractor 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 Contractor and any adjustments thereto, including any disallowance not resolved.

F. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.

2. If at any time the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.3. 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 Contractor 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., and Attachment XV, or failure to submit 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 Contractor 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 Contractor 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 Contractor 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 contractor 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, 2020; email requests are considered acceptable.

B. Contractor’s Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

The Contractor shall match at least ten percent (10%) of the cost for services funded through this contract, except for services provided pursuant to OAA Title IIIID. The subcontractor’s match will be made in the form of cash and/or in-kind resources. The Contractor shall report match funds by title each month. At the end of the contract period, the Contractor must properly match OAA funds that require a match.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, 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 Contractor 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 Contractor, the Contractor 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 Contractor is not spending service funds accordingly, ElderSource may transfer funds to other Contractors during the contract period and/or adjust subsequent funding allocations as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

C. Remedies for Nonconforming Services

1. The Contractor 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 Contractor 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 Contractor’s signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor 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 Contractor shall notify ElderSource immediately but no later than forty-eight (48) hours from the Contractors awareness or discovery of changes that may materially affect the Contractor or any subcontractor’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 Contractor’s plan for provision of services required by contract. This plan must detail the Contractor’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 Contractor’s is expected to provide ElderSource updates in a frequency determined by ElderSource as appropriate until the incident is resolved.

E. Volunteers

The Contractor 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 Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service).

F. Enforcement

1. ElderSource shall rescind designation of an OAA-funded local service provider or take intermediate measures against the Contractor, 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 Contractor 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 Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.

b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or ElderSource standards.

d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency.

e. The Contractor 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 Department.

f. The Contractor has failed to properly determine client eligibility as defined by ElderSource or efficiently manage program budgets.

g. The Contractor 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 another 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.

G. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to ElderSource. If the Contractor 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 Contractor shall notify ElderSource immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to ElderSource with a summary of the investigation and allegations.
Note: Title 2 CFR Part 200, 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 SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

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<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
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**TOTAL FEDERAL AWARD**

$508,454.08
## ATTACHMENT IX
### BUDGET SUMMARY

January 2020 - December 2020

### 44400, Name: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, Program: NDP

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Page 22 of 22
RESOLUTION NO. 2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE GENERAL FUND 001 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners will receive reimbursement of $89,505.15 through Northeast Florida Area Agency on Aging d/b/a ElderSource via the Family First Act for COVID-19 Congregate and Home-Delivered Meals, and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 15th day of June 2020, that the General Fund 001 be amended as follows:

GENERAL FUND 001

FUNDING SOURCES:
001-0000-331.69-03 Congregate Meals $ 13,237.23
001-0000-331.69-04 Home-Delivered Meals $ 76,267.92

EXPENDITURES:
001-2703-569.52-12 Other Operating Expenses $ 89,505.15

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: __________________________________________________
   David C. Sullivan, Chair

ATTEST:

APPROVED AS TO FORM:

_________________________________________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

_________________________________________________________
Al Hadeed, County Attorney
SUBJECT: Approval of Bid Award 20-032B to Strickland Sod Farm, Inc. for Sod Materials not to Exceed $50,000.00 Annually.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the Flagler News Tribune as well as publicly broadcast on www.myvendorlink.com. ITB 20-032B requested bids from qualified firms to provide sod materials for various County departments. On May 20, 2020, the County received one 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 Strickland Sod Farm, Inc. of Bunnell, FL who submitted the only responsive and responsible bid.

The County Purchasing Department recommends a contract award of not to exceed $50,000.00 annually. The Department determined that this amount is based on the usage over the past years and is for necessary day to day operations throughout Flagler County.

FUNDING INFORMATION: Funds will be identified on each purchase order issued.

DEPARTMENT CONTACT#: Purchasing, Holly Durrance (386) 313-4063

RECOMMENDATIONS: Request the Board approve Bid Award 20-032B to Strickland Sod Farm, Inc. of Bunnell, FL for Sod Materials Not-to-Exceed $50,000.00 annually, for a period of two (2) years with the option of three (3) additional one (1) year renewals 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
2. Contract
## BID TABULATION
### SOD MATERIALS
Invitation to Bid# 20-032B

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cut Sod</th>
<th>Rolled Sod</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Picked up</td>
<td>Delivered</td>
</tr>
<tr>
<td>Bahia Pensacola</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 2000 sq ft</td>
<td>$0.12</td>
<td>$0.20</td>
</tr>
<tr>
<td>2001 - 4000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>4001 - 6000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>6001 - 10,000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>Over 10,000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>Bahia Argentine</td>
<td></td>
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</tr>
<tr>
<td>0 - 2000 sq ft</td>
<td>$0.12</td>
<td>$0.20</td>
</tr>
<tr>
<td>2001 - 4000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>4001 - 6000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>6001 - 10,000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
</tr>
<tr>
<td>Over 10,000 sq ft</td>
<td>$0.12</td>
<td>$0.18</td>
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<tr>
<td>Zoysia</td>
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<tr>
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<td>2001 - 4000 sq ft</td>
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<td>$0.38</td>
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<tr>
<td>4001 - 6000 sq ft</td>
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<td>$0.38</td>
</tr>
<tr>
<td>6001 - 10,000 sq ft</td>
<td>$0.30</td>
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<tr>
<td>Over 10,000 sq ft</td>
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<td>$0.38</td>
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<tr>
<td>St. Augustine Palmetto</td>
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</tr>
<tr>
<td>0 - 2000 sq ft</td>
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<td>NO BID</td>
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</tr>
<tr>
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<td>NO BID</td>
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</tr>
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<td>6001 - 10,000 sq ft</td>
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<tr>
<td>Over 10,000 sq ft</td>
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<tr>
<td>St. Augustine Seville</td>
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<tr>
<td>0 - 2000 sq ft</td>
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All Prices Per Square Foot
<table>
<thead>
<tr>
<th>Square Footage Range</th>
<th>St. Augustine Floratam</th>
<th>Centipede</th>
<th>Coastal Bermuda</th>
<th>Common Bermuda</th>
<th>MISCELLANEOUS BID ITEMS</th>
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</thead>
<tbody>
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<tr>
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<tr>
<td>Over 10,000 sq ft</td>
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<td>NO BID</td>
<td>NO BID</td>
<td>$100/BOX $0.06</td>
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**Cut Sod**

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<tr>
<th>Item Description</th>
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<th>Delivered &amp; Installed</th>
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</thead>
<tbody>
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<td>NO BID</td>
<td>NO BID</td>
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<tr>
<td>Centipede</td>
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<td>NO BID</td>
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<td>Coastal Bermuda</td>
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<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td>Common Bermuda</td>
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</table>

**Rolled Sod**

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<td>Biodegradable 6&quot; Staples</td>
<td>$100/BOX</td>
<td>$0.06</td>
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**ALL PRICES PER SQUARE FOOT**
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<th>Size Range</th>
<th>Price per Box</th>
<th>Price per Sq Ft</th>
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<tbody>
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<td>$ 0.06</td>
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<tr>
<td>Over 10,000 sq ft</td>
<td>$100/BOX</td>
<td>$ 0.06</td>
</tr>
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**Metal 6" Staples**  
All Prices Per Square Foot

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<th>Size Range</th>
<th>Price per Box</th>
<th>Price per Sq Ft</th>
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</thead>
<tbody>
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<td>0 - 2000 sq ft</td>
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<tr>
<td>4001 - 6000 sq ft</td>
<td>$ 0.06</td>
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<tr>
<td>6001 - 10,000 sq ft</td>
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<td>$ 0.06</td>
</tr>
<tr>
<td>Over 10,000 sq ft</td>
<td>$ 0.06</td>
<td>$ 0.06</td>
</tr>
</tbody>
</table>

**Pick Up Location:**
CR 304  HWY 100 CR 302
BUNNELL, FL

**Notification Required:**
1/5 DAYS

**Damaged Pallet Fee:**  
$7.50

**Opened and Tabulated By:**  
*Holly Durrance, Purchasing Manager*
CONTRACT FOR
SOD MATERIALS
INVITATION TO BID 20-032B

This Contract, entered into this _____ day of ____________, 2020 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the COUNTY, and Strickland Sod Farm, Inc. whose address is 443 County Road 304 Bunnell, FL 32110 hereinafter called the CONTRACTOR.

WITNESSETH: That the COUNTY agrees with the CONTRACTOR, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part hereof:
   a. 20-032B Bid Documents
   b. 20-043B Bid Submission
   c. Insurance Certificate(s)

2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the COUNTY or its duly authorized representative.

3. The CONTRACTOR agrees to commence its obligations under this Contract, beginning on or before July 1, 2020 for a period of two (2) years, with the option to renew for three (3) additional one (1) year periods if mutually agreed to in writing by the parties at least thirty (30) days prior to the expiration of the then-existing term.

4. The COUNTY agrees to pay the CONTRACTOR for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.
In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:                                                 FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

____________________________
TOM BEXLEY
Clerk of the Circuit Court and Comptroller

____________________________
DAVID C. SULLIVAN, CHAIR

(Date Signed)

APPROVED–AS-TO-FORM

____________________________
AL HADEED, COUNTY ATTORNEY

As authorized for execution by the Board of Flagler County Board of County Commissioners at its June 15, 2020 regular meeting.

STRICKLAND SOD FARM, INC.

____________________________
(Signature)

____________________________
(Typed or Printed Name)

____________________________
(Title)

____________________________
(Printed)

____________________________
(Date Signed)
SUBJECT: Approval of Bid Award ITB-20-043B to VerdeGo, LLC of Bunnell, Florida for Landscape and Grounds Maintenance.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: A solicitation was advertised in the Flagler News Tribune as well as publicly broadcast on www.myvendorlink.com. Invitation to Bid Number (ITB) 20-043B requested sealed bids from contractors to provide Landscape and Grounds Maintenance services at twenty-two locations throughout Flagler County, including the Government Services Complex, the County Fire Stations, County Library, County Community Centers, etc.

On May 27, 2020, the County received six (6) 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 ITB documents. Staff recommends award to the second lowest bidder VerdeGo LLC, a local vendor from Bunnell, Florida, which submitted a fully qualified, responsible bid. Although the total for VerdeGo’s submission was $688.19 over the lowest bid from Valle Management’s submission, Valle Management’s submission was not deemed responsible, due to lack of adequate equipment and qualified staffing that was required for submission per “Section 5: Qualifications” of the official solicitation document. Per Section 21 of the Purchasing Policy, Page 52, Item d. “Award shall be made to the lowest, responsive, and responsible Bidder. Additional criteria as set forth in the ITB may be considered in the award of the Bid.” Purchasing thoroughly reviewed each of these submissions and consulted General Services regarding total workload. This recommendation is based on both the bid total, as well as the required additional criteria as set forth in “Section 5: Qualifications” of the official solicitation document.

FUNDING INFORMATION: Funding for Landscape and Grounds Maintenance resides within the Facilities (001-1413), Government Services Building (001-0250), and Parks and Recreation (001-1440) department budgets.

DEPARTMENT CONTACT: General Services, Heidi Petito, 386-313-4185
Purchasing, Holly Durrance, 386-313-4063

RECOMMENDATIONS: Request the Board approve Bid Award 20-043B – Landscape and Grounds Maintenance to VerdeGo, LLC of Bunnell, Florida at an Estimated Annual Cost of $148,527.19 for a period of two (2) years with the option to renew for three (3) additional, one (1) year terms if mutually agreed upon by the parties.

ATTACHMENTS:
1. Bid Tabulation
2. Contract
# OFFICIAL BID TABULATION

**ITB 20-043B - LANDSCAPING AND GROUNDS MAINTENANCE**

## FACILITIES WITH IRRIGATION

<table>
<thead>
<tr>
<th>Facility</th>
<th>Location</th>
<th>Approximate Size</th>
<th>Annual Cost</th>
<th>AERO Groundtek</th>
<th>Affordable Lawn &amp; Landscaping</th>
<th>Tracm Outdoor</th>
<th>Valle Management</th>
<th>VerdeGo</th>
<th>Yellowstone Landscape</th>
<th>Southern Lawn Care</th>
<th>Mid Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ag Extension Office</td>
<td>120 Sawgrass Rd, Bunnell</td>
<td>12,000 sq. ft.</td>
<td>$8,920.00</td>
<td>$2,115.00</td>
<td>$8,400.00</td>
<td>$7,912.00</td>
<td>$4,880.81</td>
<td>$8,211.60</td>
<td>$11,382.00</td>
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</tr>
<tr>
<td>2</td>
<td>Flagler County Library</td>
<td>2500 Palm Coast Pkwy NW, Palm Coast</td>
<td>43,000 sq. ft.</td>
<td>$13,230.00</td>
<td>$4,354.00</td>
<td>$10,880.00</td>
<td>$9,251.00</td>
<td>$18,197.66</td>
<td>$11,928.00</td>
<td>$13,210.00</td>
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<tr>
<td>3</td>
<td>Government Services Complex</td>
<td>1769 E. Moody Blvd, Bunnell</td>
<td>115,000 sq. ft.</td>
<td>$49,040.00</td>
<td>$5,544.00</td>
<td>$44,846.00</td>
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<td>$48,241.50</td>
<td>$56,784.60</td>
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<tr>
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<td>Health Department</td>
<td>301 Dr. Carter Boulevard, Bunnell</td>
<td>35,000 sq. ft.</td>
<td>$12,100.00</td>
<td>$3,544.00</td>
<td>$6,222.00</td>
<td>$5,210.00</td>
<td>$6,961.50</td>
<td>$7,877.90</td>
<td>$15,120.00</td>
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<td>5</td>
<td>Senior Services</td>
<td>5593 N Oceanshore Blvd, Palm Coast</td>
<td>49,860 sq. ft.</td>
<td>$13,230.00</td>
<td>$7,496.00</td>
<td>$7,188.00</td>
<td>$5,690.00</td>
<td>$8,320.20</td>
<td>$8,793.00</td>
<td>$10,940.00</td>
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<td>6</td>
<td>Station 41 – Hammock</td>
<td>5593 N Oceanshore Blvd, Palm Coast</td>
<td>49,860 sq. ft.</td>
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<td>$7,188.00</td>
<td>$5,690.00</td>
<td>$8,320.20</td>
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<td>7</td>
<td>Sheriff Sub-Station Palm Coast</td>
<td>14 Palm Harbor Village Way</td>
<td>20,255 sq. ft.</td>
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<td>$2,051.00</td>
<td>$9,256.00</td>
<td>$4,000.00</td>
<td>$8,450.00</td>
<td>$15,330.00</td>
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<td></td>
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</tbody>
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Total Annual Cost for Locations With Irrigation (Items 1 - 7) $118,450.00 $33,303.00 $94,896.00 $82,383.00 $87,960.70 $108,650.60 $131,628.00

## FACILITIES WITHOUT IRRIGATION

<table>
<thead>
<tr>
<th>Facility</th>
<th>Location</th>
<th>Approximate Size</th>
<th>Annual Cost</th>
<th>AERO Groundtek</th>
<th>Affordable Lawn &amp; Landscaping</th>
<th>Tracm Outdoor</th>
<th>Valle Management</th>
<th>VerdeGo</th>
<th>Yellowstone Landscape</th>
<th>Southern Lawn Care</th>
<th>Mid Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Betty Steflik Park</td>
<td>815 Moody Lane, Flagler Beach</td>
<td>13,200 sq. ft.</td>
<td>$7,350.00</td>
<td>$1,337.00</td>
<td>$4,400.00</td>
<td>$3,620.00</td>
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<td>3570 CR 205, Bunnell</td>
<td>130,680 sq. ft.</td>
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<td>5820 US Hwy 1, Kovona</td>
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<td>Fire Station 71 – St. Johns Park</td>
<td>99 CR 2006 E, Bunnell</td>
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<td>Fire Station 71 – Rima Ridge</td>
<td>170 Aviation Dr, Palm Coast</td>
<td>30,755 sq. ft.</td>
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<td>14</td>
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<td>27,870 sq. ft.</td>
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<td>6108 Mahogany Blvd, Bunnell</td>
<td>435,600 sq. ft.</td>
<td>$31,400.00</td>
<td>$44,109.00</td>
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<td>Hidden House</td>
<td>204 E. Moody Blvd, Bunnell</td>
<td>15,990 sq. ft.</td>
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<td>Jungle Hut Park</td>
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<td>16,400 sq. ft.</td>
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<td>$2,850.00</td>
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<td>18</td>
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<td>21,780 sq. ft.</td>
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<td>$3,817.80</td>
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<td>19</td>
<td>Pelican Community Center</td>
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<td>Russell Landing Boat Ramp</td>
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<td>$4,411.00</td>
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<td>$1,984.00</td>
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<td>Shell Bluff Park</td>
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<td>$1,337.00</td>
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<td>$1,322.67</td>
<td>$2,797.20</td>
<td>$7,020.00</td>
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Total Annual Cost for Locations Without Irrigation (Items 9 - 23) $163,150.00 $130,030.00 $86,192.00 $65,456.00 $60,566.49 $66,364.20 $122,766.00

Total Annual Cost for All Locations (Items 1 - 23) $282,000.00 $165,333.00 $181,088.00 $147,339.00 $148,527.19 $175,014.80 $254,394.00

Opened and Tabulated by: Daniel Pendergrass
This Contract, entered into this _____ day of __________, 2020 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the COUNTY, and VerdeGo, LLC whose address is 3335 North State Street Bunnell, FL 32110 hereinafter called the CONTRACTOR.

WITNESSETH: That the COUNTY agrees with the CONTRACTOR, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part hereof:
   a. 20-043B Bid Documents including Addendum No. 1
   b. 20-043B Bid Submission
   c. Insurance Certificate(s)

2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the COUNTY or its duly authorized representative.

3. The CONTRACTOR agrees to commence the work to be done under this Contract, beginning on or before July 1, 2020 for a period of two (2) years, with the option to renew for three (3) additional one (1) year periods if mutually agreed to in writing by the parties at least thirty (30) days prior to the expiration of the then-existing term.

4. The COUNTY agrees to pay the CONTRACTOR for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.
In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

____________________________
TOM BEXLEY
Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

____________________________
DAVID C. SULLIVAN, CHAIR

(Date Signed)

APPROVED–AS-TO-FORM

____________________________
AL HADEED, COUNTY ATTORNEY

As authorized for execution by the Board of Flagler County Board of County Commissioners at its June 15, 2020 regular meeting.

VERDEGO, LLC

____________________________
(Signature)

(Typed or Printed Name)

(Title)

(Printed)

(Date Signed)
SUBJECT: Consideration of Bid Award 20-045B to Halifax Paving Inc. for Flagler Executive Airport Runway 6-24 Rehabilitation.

DATE OF MEETING: June 1, 2020

OVERVIEW/SUMMARY: Flagler County Purchasing and GAI Consultants collaboratively worked together to formally solicit bids for the Flagler Executive Airport Runway 6-24 Rehabilitation. This Invitation to Bid (ITB) was advertised in the Daytona News Journal as well as publicly broadcast on www.myvendorlink.com. ITB #19-045B requested bids from prospective vendors to provide the rehabilitation of Airport Runway 6-24 at the Flagler Executive Airport.

On May 8, 2020, the County received two (2) responses as detailed on the attached tabulation sheet. Bid submissions were reviewed for conformity to specifications as well as to the terms and conditions outlined within the solicitation documents. Staff recommends the award to Halifax Paving, Inc. who submitted the lowest responsive and responsible bid.

FUNDING INFORMATION: FAA funding in the amount of $6,769,818 will be expensed from 401-8215-542.63-10 project number 050539. FDOT funding in the amount of $1,976,484 will be expensed from 401-8214-542.63-10 project number 050539 both of which are also on the June 15, 2020 BOCC meeting for approval of receiving both grants.

DEPARTMENT CONTACT: Airport, Roy Sieger (386) 313-4233
Purchasing, Holly Durrance (386) 313-4063

RECOMMENDATIONS: Request the Board approve Bid Award 20-045B to Halifax Paving Inc. for Flagler Executive Airport Runway 6-24 Rehabilitation and authorize the Chair to execute the contract as approved in form by the County Attorney.

ATTACHMENTS: 1. Bid Tabulation 2. Recommendation of Award
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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>2</td>
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ITB 20-045B - BID TABULATION
FDOT FM NO. 404921-1-94-01

FLAGLER EXECUTIVE AIRPORT
FLAGLER COUNTY, FLORIDA
RUNWAY 6-24 REHABILITATION
BID SCHEDULE A - VAULT RELOCATION
Item #
90
91

Spec
P-101
P-101

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P-211
P-401
P-602
P-603
P-620
P-620
F-162
F-162

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F-162
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C-105

Bid Tabulation - Bid Schedule A
Description
COLD MILLING EXISTING PAVEMENT, DEPTH VARIES
DEMOLISH EXISTING ELECTRICAL VAULT BUILDING, EXISTING ABANDONED BEACON TOWER, AND EXISTING
ABANDONED AIRPORT ROTATING BEACON
LIME ROCK BASE COURSE
ASPHALT SURFACE COURSE
EMULSIFIED ASPHALT PRIME COAT
EMULSIFIED ASPHALT TACK COAT
RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA
RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA
REMOVAL OF EXISTING CHAIN LINK FENCE
CANTILEVER GATE ASSEMBLY, INCLUDING GATE OPERATOR, LOOP DETECTOR, AND CARD READERS,
COMPLETE
6-FOOT CHAIN LINK FENCE WITH BARBED WIRE
SODDING
CONSTRUCTION SAFETY AND PHASING PLAN
NEW, 24' x 42' CMU, AIRFIELD ELECTRICAL VAULT BUILDING, INSTALLED, COMPLETE
INSTALLATION AND REMOVAL OF SILT FENCE
HAND EXCAVATE MINIMUM 8'' WIDE X 28" DEEP IN EARTH.
HAND EXCAVATE MINIMUM 18'' WIDE X 36" DEEP IN EARTH
SAW CUT AND HAND EXCAVATE MINIMUM 8'' WIDE X 28" DEEP IN EXISTING FULL STRENGTH PAVEMENT.
3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE
ADDITIONAL 10' GROUND ROD SECTIONS
#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM
#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT
#4, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT
600KCM, 600V, XHHW CONDUCTOR INSTALLED IN NEW CONDUIT
#8, 600V, XHHW CONDUCTOR INSTALLED IN NEW CONDUIT
1/0, 600V, XHHW CONDUCTOR INSTALLED IN NEW CONDUIT
12 STRAND MULTIMODE FIBER OPTIC CONDUCTOR INSTALLED IN NEW CONDUIT
DEMOLITION OF ELECTRICAL SYSTEMS OF THE EXISTING AIRFIELD ELECTRICAL VAULT
NEW L-828 2.5 KW FERRORESONANT, 3 STEP REGULATOR
NEW L-828 4 KW FERRORESONANT, 3 STEP REGULATOR
NEW L-828 7.5 KW FERRORESONANT, 3 STEP REGULATOR
NEW L-828 10 KW FERRORESONANT, 3 STEP REGULATOR
NEW ELECTRICAL SYSTEMS IN THE AIRFIELD ELECTRICAL VAULT COMPLETE
NEW AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM
FPL UTILITY ALLOWANCE
1W2" CONDUIT DIRECT BURIED IN EARTH
2W2" CONDUIT DIRECT BURIED IN EARTH
4W2" CONDUIT DIRECT BURIED IN EARTH
6W2" CONDUIT DIRECT BURIED IN EARTH
10W2" CONDUIT DIRECT BURIED IN EARTH
4W4" CONDUIT DIRECT BURIED IN EARTH
2" CONDUIT DIRECTIONAL BORE UNDER EXISTING PAVEMENT
4" CONDUIT DIRECTIONAL BORE UNDER EXISTING PAVEMENT
INTERCEPT AND CONNECT TO EXISTING CONDUIT SYSTEM
REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT
REMOVAL OF EXISTING JUNCTION CAN PLAZA/MANHOLE
L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH
L-867 16" DIAMETER BOTTOMLESS 2 CAN JUNCTION CAN PLAZA
L-867 16" DIAMETER BOTTOMLESS 4 CAN JUNCTION CAN PLAZA
L-867 16" DIAMETER BOTTOMLESS 6 CAN JUNCTION CAN PLAZA
L-867 16" DIAMETER BOTTOMLESS 10 CAN JUNCTION CAN PLAZA
INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT CONDUIT SYSTEM
RELOCATE EXISTING 4 BOX L-880, LED PAPI SYSTEM ON A NEW CONCRETE BASE
PROVIDE AND INSTALL NEW WINDCONE ELECTRICAL SERVICE PEDESTAL
MODIFY EXISTING AWOS ELECTRICAL SERVICE PEDESTAL
INTERCEPT EXISTING GUIDANCE SIGN PAD CONNECT NEW CONDUIT
INTERCEPT EXISTING CIRCUIT CONDUCTORS IN BASE CAN
IDENTIFICATION OF CABLES, DUCTBANKS, AND LIGHT FIXTURES
FAA FLIGHT CHECK ALLOWANCE ACCOUNT
NEW RETROREFLECTIVE AIRFIELD GUIDANCE SIGN, ON NEW CONCRETE FOUNDATION
MOBILIZATION (Cannot exceed 10% of Total Bid Price)

PROJECT #:

A181171.00
05/20/20

Engineer's Estimate
Unit Price
Total
$2.25
$45.00
$15,000.00
$15,000.00

Halifax Paving, Inc.
Unit Price
Total
$200.00
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$10,000.00
$10,000.00

P&S Paving, Inc.
Unit Price
Total
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$12,800.00
$12,800.00

Quantity
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SF
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LS

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**Total** $301,000.00 $322,862.20 $336,510.50
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May 19th, 2020

Mr. Roy Sieger
Airport Director
Flagler Executive Airport
201 Airport Road
Palm Coast, FL 32164

Flagler Executive Airport  
FDOT FM No. 404921-1-94-01  
Flagler County ITB No. 20-045B  
Runway 6-24 Rehabilitation

Dear Roy:

Two (2) bids for the above-referenced project were received on May 8th, 2020. The bids were reviewed, tabulated, and the low bidder is as follows:

Halifax Paving, Inc.
814 Hull Road
Ormond Beach, FL 32174
Phone: 386-676-0200

We recommend awarding the contract for the referenced project to Halifax Paving, Inc. in the amount of $8,139,652.24.

If you have any questions, please contact me by telephone at 407-271-9807 or via email at D.Nickols@gaiconsultants.com.

Sincerely,

GAI Consultants, Inc.

Daniel J. Nickols, Jr., PE  
Senior Project Engineer & Engineer of Record

Enc.: Signed Bid Tabs
SUBJECT: Consideration of a Federal Aviation Administration (FAA) Grant Offer in the Amount of $6,769,818 to Assist with Funding for the Rehabilitation of Runway 06-24-Construction at the Flagler Executive Airport.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: On July 15, 2019 the BoCC accepted an FDOT Public Transportation Grant Agreement in the amount of $639,120, which funded 100% of the design costs for the Rehabilitation of Runway 06-24. With this action and for a prior item considered on this agenda, staff is bringing forward for consideration an FAA Grant Offer for $6,769,818 that will fund 100% of the FAA’s portion of the construction to rehabilitate Runway 6-24. The FAA funding will be utilized to rehabilitate 60’ of the 100’ runway width and the airfield electrical system, adding REILs (“Runway End Identifier Lights”) to the runway ends, and a run-up area adjacent to Taxiways A and E. FDOT’s participation is the additional 40’ of runway rehabilitation that is not FAA eligible, and the relocation of the airfield electrical vault and equipment. The total cost of this project is $8,746,302 (FAA $6,769,818, FDOT $1,976,484, Airport Enterprise Fund $0).

This project will rehabilitate the entire Runway 06-24 pavement at a published length of 5,000 feet and a width of 100 feet. The new pavement strength will support a minimum 75,000-pound weight capacity for aircraft with dual wheel type landing gear. The project also includes the addition of new Medium Intensity Runway Lights (MIRLs), as well as the REILs on each end. This project also includes the relocation of the current electrical vault from the north side of the airfield to the southeast side near the Airport Traffic Control Tower. This project is consistent with the County’s approved Airport Master Plan updated in 2015.

FUNDING INFORMATION: The FAA Grant Offer is for $6,769,818, which will fund 100% of FAA’s portion of the project. Funding was not appropriated in the FY19-20 budget for this project and will be reflected with a URR. Funds will be deposited in 401-0000-331.41-22 and expensed from 401-8215-542.63-10 with project number 050539.

DEPARTMENT CONTACT: Airport Director, Roy Sieger (386) 313-4220

RECOMMENDATIONS: Request the Board approve the FAA Grant Offer authorizing the Chairman to execute the agreement accompanying the Offer and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions, all as approved in form by the County Attorney.

ATTACHMENTS:
1. Federal Aviation Administration Grant Offer and Accompanying Grant Agreement
2. URR
David C. Sullivan, Chair
Flagler County Board of County Commissioners
Flagler County Airport
201 Airport Road
Palm Coast, FL 32164

Dear Mr. Sullivan:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0009-020-2020 at Flagler Executive Airport in Palm Coast, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor’s authorized representative.

b. The sponsor’s authorized representative must execute the grant, followed by the attorney’s certification, no later than July 5, 2020, in order for the grant to be valid.

c. The grant offer must be electronically signed by the sponsor’s legal signatory authority and then the grant offer will be routed via email to the sponsor’s attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status, which will affect your ability to receive future grant offers.
Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Armando L. Rovira, (407) 487-7227, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.
## GRANT AGREEMENT

### PART I—OFFER

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**TO:** Flagler County

(herein called the "Sponsor")

**FROM:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application dated May 26, 2020, for a grant of Federal funds for a project at or associated with the Flagler Executive Airport, which is included as part of this Grant Agreement; and

**WHEREAS,** the FAA has approved a project for the Flagler Executive Airport (herein called the "Project") consisting of the following:

- Construction: Rehabilitate Runway 6-24 (5,000 feet X 60 feet); Rehabilitate Runway 6-24 Medium Intensity Runway Lights (MIROL); Install Runway End Identifier Light System (REILS); Construct Holding Bay-Run-Up Area as part of Taxiway "E".

which is more fully described in the Project Application.

**NOW THEREFORE,** According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.
THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $6,769,818.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   - $0 for planning
   - $6,769,818 airport development or noise program implementation; and,
   - $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 5, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration and Universal Identifier.**
   
   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at [http://www.sam.gov](http://www.sam.gov)).

   B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at [https://sam.gov/SAM/pages/public/index.jsf](https://sam.gov/SAM/pages/public/index.jsf).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

   A. May not be increased for a planning project;
   B. May be increased by not more than 15 percent for development projects if funds are available;
   C. May be increased by not more than 15 percent for land project if funds are available.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at [http://harvester.census.gov/facweb/](http://harvester.census.gov/facweb/). Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:
   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

   A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
      1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
      2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
         a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
         b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

   B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 6, 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Employee Protection from Reprisal.**

   A. Prohibition of Reprisals —
      1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person
or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal office or employee responsible for oversight of a grant program;
v. A court or grand jury;
vi. A management office of the grantee or subgrantee; or
vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Bart Vernace
(Typed Name)

Manager
(Title of FAA Official)
PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this ____________ day of ____________,

Flagler County
(Name of Sponsor)

(Signature of Sponsor’s Authorized Official)

By:
(Typed Name of Sponsor’s Authorized Official)

Title:
(Title of Sponsor’s Authorized Official)

CERTIFICATE OF SPONSOR’S ATTORNEY

I, ________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ____________ (location) this ____________ day of ____________, ____________

By: ________________________
(Signature of Sponsor’s Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.
ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:


   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION


e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)


March, 2014
EXECUTIVE ORDERS

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations]. 4, 5, 6
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures
f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments. 3
h. 49 CFR Part 20 - New restrictions on lobbying.
i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
j. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
m. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**FOOTNOTES TO ASSURANCE C.1.**

1. These laws do not apply to airport planning sponsors.
2. These laws do not apply to private sponsors.
3. 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
4. On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
5. Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
6. Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary.

March, 2014
5. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

March, 2014
h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.


It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

5) So long as the sponsor retains ownership or possession of the property.
a. Required Solicitation Language.

b. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Flagler County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Engineering and Design Services.**

   It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. **Foreign Market Restrictions.**

   It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. **Policies, Standards, and Specifications.**

   It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. **Disadvantaged Business Enterprises.**

   The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).
Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars_and
http://www.faa.gov/regulations_policies/advisory_circulars/

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<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
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<td>General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards</td>
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<td>Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces</td>
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<td>Maintenance of Airport Visual Aid Facilities</td>
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<td>Design and Installation Details for Airport Visual Aids</td>
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<tr>
<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
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<td>Circuit Selector Switch</td>
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<td>Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits</td>
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<tr>
<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
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<td>150/5345-12F</td>
<td>Specification for Airport and Heliport Beacons</td>
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<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
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<td>FAA Specification For L-823 Plug and Receptacle, Cable Connectors</td>
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<td>150/5345-27E</td>
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<td>Specification for L-853, Runway and Taxiway Retro reflective Markers</td>
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<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
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<td>150/5345-43H</td>
<td>Specification for Obstruction Lighting Equipment</td>
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<td>Specification for Runway and Taxiway Signs</td>
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<td>Low-Impact Resistant (LIR) Structures</td>
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<td>Specification for Runway and Taxiway Light Fixtures</td>
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<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
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<td>Specification L-854, Radio Control Equipment</td>
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<td>Specification for Portable Runway and Taxiway Lights</td>
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<td>Specification for Discharge-Type Flashing Light Equipment</td>
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<td>Generic Visual Glideslope Indicators (GVGI)</td>
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<td>Airport Lighting Equipment Certification Program</td>
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<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
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<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
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<td>Airport Signing and Graphics</td>
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<td>Access to Airports By Individuals With Disabilities</td>
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<td>Operational Safety on Airports During Construction</td>
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<td>Standards for Specifying Construction of Airports</td>
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<td>150/5370-11B</td>
<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
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<td>150/5370-13A</td>
<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
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<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
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<tr>
<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
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<td>150/5370-17</td>
<td>Airside Use of Heated Pavement Systems</td>
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<td>150/5390-2C</td>
<td>Heliport Design</td>
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<td>150/5395-1A</td>
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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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<td>Architectural, Engineering, and Planning Consultant Services for</td>
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<td>Airport Grant Projects</td>
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<td>Land Acquisition and Relocation Assistance for Airport Improvement</td>
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<td>Changes 1 - 7</td>
<td>Program Assisted Projects</td>
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<td>150/5300-15A</td>
<td>Use of Value Engineering for Engineering Design of Airport Grant</td>
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<td>Projects</td>
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<tr>
<td>150/5320-17A</td>
<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
</tr>
<tr>
<td>150/5370-12B</td>
<td>Quality Management for Federally Funded Airport Construction Projects</td>
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<tr>
<td>150/5380-6C</td>
<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
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<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
</tr>
<tr>
<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
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RESOLUTION NO. 2020 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND 401 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $6,769,818 from Federal Aviation Administration (FAA); and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in a meeting assembled on the 15th day of June 2020, that the Airport Fund 401 be amended, as follows:

AIRPORT FUND - 401

FUNDING SOURCES:
401-0000-331.41-22 Runway 06-24 Rehab Const $6,769,818

EXPENDITURES:
401-8215-542.63-10 Capital Outlay Improvements $6,769,818
Project# 050539

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: _____________________________________________
David C. Sullivan, Chair

ATTEST:

____________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

____________________________
Al Hadeed, County Attorney
SUBJECT: Consideration of a Resolution and First Amendment to the Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $1,976,484 to Assist with Funding for the Rehabilitation of Runway 06-24-Construction at the Flagler Executive Airport.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: On July 15, 2019 the BoCC accepted an FDOT PTGA in the amount of $639,120, which funded 100% of the design costs for the Rehabilitation Runway 06-24. With this action, staff is bringing forward for consideration, a Resolution and the FDOT First Amendment to the PTGA for $1,976,484 that will fund 100% of the costs of FDOT’s portion of the construction to rehabilitate Runway 6-24. This project is also receiving FAA funding for rehabilitating 60’ of the 100’ runway width, rehabilitating the airfield electrical system, adding Runway End Identifier Lights (REILs) to the runway ends, and a run-up area adjacent to Taxiways A and E. FDOT’s participation is the additional 40’ of runway rehabilitation that is not FAA eligible, and the relocation of the airfield electrical vault and equipment. The FAA recently approved the County’s grant application for $6,769,818 to pay for the balance of the construction of the project. The total project cost is $8,746,302 (FAA $6,769,818, FDOT $1,976,484, Airport Enterprise Fund $0)

This project will rehabilitate the entire Runway 06-24 pavement at a published length of 5,000 feet and a width of 100 feet. The new pavement strength will support a minimum 75,000-pound weight capacity for aircraft with dual wheel type landing gears. The project also includes the addition of new Medium Intensity Runway Lights (MIRLs), and Runway End Identifier Lights (REILs) on each end. This project also includes the relocation of the current electrical vault from the north side of the airfield to the southeast side near the Airport Traffic Control Tower. This project is consistent with the County’s approved Airport Master Plan updated in 2015.

FUNDING INFORMATION: The FDOT is offering a First Amendment to the PTGA in the amount of $1,976,484, which will fund 100% of FDOT’s portion of the project. Funding was not appropriated in the FY19-20 budget for this project and will be reflected with a URR. Funds will be deposited in 401-0000-334.41-46 and expensed from 401-8214-542.63-10 with project number 050539.

DEPARTMENT CONTACT: Airport Director, Roy Sieger (386)
313-4220

RECOMMENDATIONS: Request the Board approve the FDOT First Amendment to the PTGA and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions, all as approved in form by the County Attorney.
ATTACHMENTS:
1. First Amendment to the FDOT Public Transportation Grant Agreement (PTGA)
2. Resolution in support of the Public Transportation Grant Agreement
3. URR
THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 7/31/2019, by and between the State of Florida, Department of Transportation ("Department"), and Flagler County, ("Agency"), collectively referred to as the "Parties."

RECIPIENTS

WHEREAS, the Department and the Agency on 7/31/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Amendment Description. The project is amended To add scope and funds for construction. To extend the end date of the Agreement to June 1, 2023.

2. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X Aviation
   _ Seaports
   _ Transit
   _ Intermodal
   _ Rail Crossing Closure
   _ Match to Direct Federal Funding (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ Other

3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X Exhibit G: Financial Assistance (Single Audit Act)
   _ Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

Financial Project Number(s): 404921-1-94-01
Fund(s): DDR, DPTO
FLAIR Category: 088719
Work Activity Code/Function: 215
Federal Number/Federal Award Identification Number (FAIN) – Transit only:
Contract Number: G1B80
Federal Award Date: 02-112-1488
Agency DUNS Number:
CFDA Number: N/A
CFDA Title: N/A
CSFA Number: 55.004
CSFA Title: Aviation Grant Program
4. **Project Cost.**
The estimated total cost of the Project is X increased/ _ decreased by $1,976,484 bringing the revised total cost of the project to $2,615,604.

The Department’s participation is X increased/ _ decreased by $1,976,484. The Department agrees to participate in the Project cost up to the maximum amount of $2,615,604, and, additionally the Department’s participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Flagler County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________ By: ____________________________
Name: __________________________ Name: Loreen Bobo, P.E.
Title: __________________________ Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

_________________________________
EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency’s project to provide context, description of project components funded via this Agreement (if not the entire project)): Runway 06-24 Rehabilitation, Design and Construction: The Rehabilitation of Runway 6-24 and Vault Relocation project at Flagler Executive Airport includes rehabilitating the 5,000' long X 100' wide runway, relocation of the airfield electrical vault and equipment, rehabilitating the airfield electrical system, adding REILs to the runway ends, and a runup area adjacent to Taxiways A and E. FDOT’s participation will be in the runway rehabilitation that is not FAA eligible, and the relocation of the airfield electrical vault and replacement equipment.

B. Project Location (limits, city, county, map): Flagler Executive Airport/Palm Coast, FL/Flagler

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Runway Rehabilitation and Airfield Electrical Vault Relocation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, and replacement airfield vault equipment, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded to JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Materials.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.
EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

<table>
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<th>Financial Management Number</th>
<th>Fund Type</th>
<th>FLAIR Category</th>
<th>State Fiscal Year</th>
<th>Object Code</th>
<th>CSFA/CFDA Number</th>
<th>CSFA/CFDA Title or Funding Source Description</th>
<th>Funding Amount</th>
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Total Financial Assistance $2,615,604

B. Estimate of Project Costs by Grant Phase:

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Totals $2,615,604

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy
Department Grant Manager Name

Signature: ___________________________ Date: 5/29/2020
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department’s Project Manager, Allison McCuddy or District 5 Aviation Coordinator (email: allison.mccuddy@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department’s Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency’s contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer’s Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department’s right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency’s normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Allison McCuddy or District 5 Aviation Coordinator.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department’s right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or
estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency’s use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department’s property, including but not limited to, the Department’s right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public’s safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final “walk-through” by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11” X 17” plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency’s property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department’s written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the “Notice of Completion”). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency’s sole cost and expense,
without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department’s District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department’s Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer’s Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer’s Certification of Compliance to the Department upon completion of the construction phase of the Project.
ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT

BETWEEN

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

and ________________

PROJECT DESCRIPTION: __________________________________________________________

DEPARTMENT CONTRACT NO.: ________________________________________________

FINANCIAL MANAGEMENT NO.: ______________________________________________

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans for construction on the Department’s Right of Way certified by the Engineer of Record/CEI.

By: __________________________, P.E.

SEAL:

Name: __________________________

Date: __________________________
EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED
AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation  
State Project Title: Aviation Grant Program  
CSFA Number: 55.004  
*Award Amount: $2,615,604

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
Resolution 2020 -____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ASSIST WITH FUNDING FOR THE CONSTRUCTION FOR THE REHABILITATION OF RUNWAY 06-24 AT THE FLAGLER EXECUTIVE AIRPORT.

WHEREAS, the Board of County Commissioners of Flagler County, Florida (Board) wishes to undertake the construction for the Rehabilitation of Runway 06-24; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a First Amendment to the Public Transportation Grant Agreement (PTGA), FM No. 404921-1-94-01 Amendment 1, that will fund 100% of the costs of FDOT’s portion for this project; and

WHEREAS, the Board finds that it is in the best interest of the citizens of Flagler County and the Flagler Executive Airport Enterprise Fund to approve the First Amendment to the PTGA, including the assurances contained therein, to conduct the construction to rehabilitate Runway 06-24.

NOW, THEREFORE, BE IT RESOLVED by the Board that: (i) the First Amendment to the PTGA by and between the Board and the FDOT, incorporated by reference herein, is hereby approved; and (ii) the Airport Director will be the Board’s representative and act on the Board’s behalf in regard to the PTGA.

THIS RESOLUTION shall become effective upon adoption and approval.

ADOPTED and APPROVED this 15th day of June 2020, by the Board of County Commissioners, Flagler County, Florida.

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:

_________________________
Tom Bexley, Clerk of the Circuit
Court & Comptroller

APPROVED AS TO FORM:

_________________________
Al Hadeed, County Attorney

_________________________
David C. Sullivan, Chair
RESOLUTION NO. 2020 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND 401 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $1,976,484 from Florida Department of Transportation (FDOT), and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 15th day of June 2020, that the Airport Fund 401 be amended, as follows:

AIRPORT FUND - 401

FUNDING SOURCES:
401-0000-334.41-46    Runway 06-24 Rehab Design    $1,976,484

EXPENDITURES:
401-8214-542.63-10    Capital Outlay Improvements    $1,976,484
Project# 050539

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY:___________________________________
David C. Sullivan, Chair

ATTEST:

____________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

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

SUBJECT: Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $50,000 to Assist with Funding to Rehabilitate the Primary Sanitary Sewer Lift Station at the Flagler Executive Airport.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: Staff is bringing forward for consideration, a Resolution and an FDOT Public Transportation Grant Agreement in the amount of $50,000 that will fund 100% of the costs to rehabilitate the primary sanitary sewer lift station. The total cost of this project is $50,000.

The project will rehabilitate the wet well for the main sanitary sewer lift station located in the north central portion of the airport. The wet well has been in service over 30 years and needs rehabilitation. The groundwater intrusion into the wet well places an additional burden on the pumps and other mechanical portions of the lift station, and the additional volume being transmitted to the receiving utility is an added financial burden for the airport.

FUNDING INFORMATION: The FDOT is offering a PTGA in the amount of $50,000, which will fund 100% of the cost of the project. This funding was not anticipated in the FY19-20 budget and will be reflected with a URR. Funds will be deposited in 401-0000-334.41-45 and expensed from 401-8213-542.46-10 with project number 050524.

DEPARTMENT CONTACT: Airport Director, Roy Sieger (386) 313-4220

RECOMMENDATIONS: Request the Board approve the FDOT PTGA and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions approved as to form by the County Attorney.

ATTACHMENTS:
1. FDOT Public Transportation Grant Agreement
2. Resolution in support of the FDOT PTGA
3. URR
Financial Project Number(s): 447568-1-94-01  
Work Activity Code/Function: 215  
Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A  
Contract Number: N/A  
CFDA Number: N/A  
CSFA Number: 55.004  
CFDA Title: N/A  
CSFA Title: Aviation Grant Program

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Transportation, ("Department"), and Flagler County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Primary Sanitary Sewer Lift Station Rehabilitation at Flagler Executive Airport, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- [X] Aviation
- [ ] Seaports
- [ ] Transit
- [ ] Intermodal
- [ ] Rail Crossing Closure
- [X] Match to Direct Federal Funding (Aviation or Transit)  
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- [ ] Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- [X] Exhibit A: Project Description and Responsibilities
- [X] Exhibit B: Schedule of Financial Assistance  
- [X] *Exhibit C: Terms and Conditions of Construction
- [X] Exhibit D: Agency Resolution
- [X] Exhibit E: Program Specific Terms and Conditions
- [X] Exhibit F: Contract Payment Requirements
- [X] *Exhibit G: Audit Requirements for Awards of State Financial Assistance
5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. _ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the _ day of __, or within _ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. Project Cost:
   a. The estimated total cost of the Project is $50,000. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $50,000 and, the Department’s participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in Exhibit “B”, Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department’s participation and any cost overruns or deficits involved.

10. Compensation and Payment:
   a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance.

   b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Modifications to the deliverables in Exhibit “A”, Project Description and Responsibilities requires a formal written amendment.

   c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

   d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A”, Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit “F”, Contract Payment Requirements.

   e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

      X Travel expenses are NOT eligible for reimbursement under this Agreement.

      Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department’s Disbursement Handbook for Employees and Managers.
f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department’s Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency’s general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department’s Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit “B”, Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved
in writing by the Department. Specific unallowable costs may be listed in Exhibit “A”, Project Description and Responsibilities.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

   a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.

   b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

   c. Notification Requirements When Performing Construction on Department’s Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:

      i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or

      ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

   d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

   e. If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):

      i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

      ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

      iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

   f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

   g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make
best efforts to obtain the Department’s input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency’s Authorized Official shall certify to the Department that the Agency’s purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants’ Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency’s full compliance with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Agency’s Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any
inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an
audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a “nonstate entity” as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; 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. Exhibit “G”, Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial
assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
vii. Upon receipt, and within six months, the Department will review the Agency’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency’s records, including financial statements, the independent auditor’s working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties’ respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:
   
   i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. **Indemnification and Insurance:**

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   “To the fullest extent permitted by law, the Agency’s contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and
persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

b. The Agency shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad
shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

   a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

   b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

   c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

   d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

   e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

   f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

   g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

   h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an
updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services’ Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**AGENCY** Flagler County

By: __________________________

Name: _______________________

Title: _______________________

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

By: __________________________

Name: Loreen Bobo, P.E.__________

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

Daniel L. McDermott
A. Project Description (description of Agency’s project to provide context, description of project components funded via this Agreement (if not the entire project)): Primary Sanitary Sewer Lift Station Rehabilitation: The project will rehabilitate the wet well for the primary sanitary sewer lift station located in the north central portion of the airport. The facility has been in service over 30 years, rehabilitation of the wet well will address groundwater intrusion which is placing excessive burden on the pumps and other mechanical portions of the lift station.

B. Project Location (limits, city, county, map): Flagler Executive Airport/Palm Coast, FL/Flagler

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Sanitary Sewer System Improvements: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of Sanitary Sewer Force Main, Gravity Sewer Lines, and/or Lift Stations; sodding; seeding; and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the Sanitary Sewer Force Main Improvements. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded to JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Materials.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.
EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

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Total Financial Assistance $50,000

B. Estimate of Project Costs by Grant Phase:

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*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy
Department Grant Manager Name

Signature  5/30/2020  Date
EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department’s Project Manager, Allison McCuddy or District 5 Aviation Coordinator (email: allison.mccuddy@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department’s Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency’s contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer’s Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department’s right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department’s right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency’s normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Allison McCuddy or District 5 Aviation Coordinator.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department’s right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or
estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency’s use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department’s property, including but not limited to, the Department’s right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public’s safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final “walk-through” by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11” X 17” plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency’s property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department’s written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the “Notice of Completion”). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency’s sole cost and expense,
without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department’s District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department’s Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer’s Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer’s Certification of Compliance to the Department upon completion of the construction phase of the Project.
ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ____________________________

PROJECT DESCRIPTION: ____________________________

DEPARTMENT CONTRACT NO.: ____________________________

FINANCIAL MANAGEMENT NO.: ____________________________

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans for construction on the Department’s Right of Way certified by the Engineer of Record/CEI.

By: ____________________________, P.E.

SEAL:

Name: ____________________________

Date: ____________________________
EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED
EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit “A”, Project Description and Responsibilities, and Exhibit “B”, Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)
   • Chapter 163, F.S., Intergovernmental Programs
   • Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   • Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   • Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   • Chapter 332, F.S., Airports and Other Air Navigation Facilities
   • Chapter 333, F.S., Airport Zoning
b. Florida Administrative Code (FAC)
   • Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
   • Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
   • Section 62-256.300, FAC, Open Burning, Prohibitions
   • Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
   • Airport Zoning Ordinance
   • Local Comprehensive Plan

d. Department Requirements
   • Eight Steps of Building a New Airport
   • Florida Airport Revenue Use Guide
   • Florida Aviation Project Handbook
   • Guidebook for Airport Master Planning
   • Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC’s) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
   • FAA AC 70/7460-1, Obstruction Marking and Lighting
   • FAA AC 150/5300-13, Airport Design
   • FAA AC 150/5370-2, Operational Safety on Airports During Construction
   • FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
   • Local Building Codes
   • Local Zoning Codes

c. Department Requirements
   • Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
   • Manual on Uniform Traffic Control Devices
   • Section 14-60.007, FAC, Airfield Standards for Licensed Airports
   • Standard Specifications for Construction of General Aviation Airports
   • Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
   • Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
   • National Environmental Policy of 1969
   • FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
   • FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
   • Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
   • Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
   • Section 286.23, F.S., Public Business: Miscellaneous Provisions
C. Agency Authority.

1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor’s governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.
   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.
   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
   b. For noise compatibility program projects undertaken on the airport sponsor’s property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.


a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.


a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency’s Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA’s priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.


a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.


a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency
equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency’s right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs.**

a. The Department has the right to disapprove the Agency’s employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. **Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.

2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA’s priority system.

3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:

1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state’s proportionate share of its market value.
2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

   a. Project Certifications. Certify Project compliances, including:

      1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
      2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
      3) Completed construction complies with all applicable local building codes.
      4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

   b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

      1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
      2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
      3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
      4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

   c. Inspection and Approval. The Agency assures that:

      1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
      2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
      3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

   d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.
24. Noise Mitigation Projects. The Agency assures that it will:

a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

   1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
   2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. **Private Agreements.** For noise compatibility projects on privately owned property:

   1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
   2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -
Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

6. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
*Award Amount: $50,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
Resolution 2020 - ____

A RESOLUTION APPROVING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ASSIST WITH FUNDING TO REHABILITATE THE PRIMARY SANITARY SEWER LIFT STATION AT THE FLAGLER EXECUTIVE AIRPORT.

WHEREAS, the Board of County Commissioners of Flagler County, Florida (Board) wishes to rehabilitate the primary sanitary sewer lift station at the Flagler Executive Airport; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement (PTGA), FM No. 447568-1-94-01 that will fund 100% of the costs for this project; and

WHEREAS, the Board finds that it is in the best interest of the citizens of Flagler County and the Flagler Executive Airport Enterprise Fund to approve the PTGA, including the assurances contained therein, to rehabilitate the primary sanitary sewer lift station.

NOW, THEREFORE, BE IT RESOLVED by the Board that: (i) the PTGA by and between the Board and the FDOT, incorporated by reference herein, is hereby approved; and (ii) the Airport Director will be the Board’s representative and act on the Board’s behalf in regard to the PTGA.

THIS RESOLUTION shall become effective upon adoption and approval.

ADOPTED and APPROVED this 15th day of June 2020, by the Board of County Commissioners, Flagler County, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

_________________________  ______________________________
David C. Sullivan, Chair

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

_________________________
Al Hadeed, County Attorney
RESOLUTION NO. 2020 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND 401 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $50,000 from Florida Department of Transportation (FDOT), and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 15th day of June 2020, that the Airport Fund 401 be amended, as follows:

AIRPORT FUND - 401

FUNDING SOURCES:
401-0000-334.41-45 SANITARY SWR LFT STA REH $50,000

EXPENDITURES:
401-8213-542.46-10 Building and Equipment Repairs $50,000
Project# 050524

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ________________________________
   David C. Sullivan, Chair

ATTEST:

______________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

______________________________
Al Hadeed, County Attorney
SUBJECT: Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $250,000 to Assist with Funding to Replace Air Traffic Control Tower (ATCT) Equipment at the Flagler Executive Airport.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: Staff is bringing forward for consideration, a Resolution and an FDOT Public Transportation Grant Agreement in the amount of $250,000 that will fund 100% of the costs to replace the Navigation Communication (NAVCOM) equipment in the Air Traffic Control Tower. The total cost of this project is $250,000.

The project includes installation/upgrade of NAVCOM equipment, including removal and replacement of existing air traffic control equipment, upgrade controllers’ communications and weather systems to meet the current Federal Contract Tower Minimum Equipment List (MEL). The Air Traffic Control Tower is more than 10 years old and the NAVCOM equipment is beyond its expected service life. The Air Traffic Control Tower opened in October 2009. Since that time there have been 1,687,018 aircraft operations controlled from the tower. The Air Traffic Control Tower at the Flagler Executive Airport is currently the third busiest Federal Contract Tower in Florida and fifth in the nation.

FUNDING INFORMATION: The FDOT is offering a PTGA in the amount of $250,000, which will fund 100% of the cost of the project. This funding was not anticipated in the FY19-20 budget and will be reflected with a URR. Funds will be deposited in 401-0000-334.41-44 and expensed from 401-8210-542.64-10 with project number 050502.

DEPARTMENT CONTACT: Airport Director, Roy Sieger (386) 313-4220

RECOMMENDATIONS: Request the Board approve the FDOT PTGA and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions approved as to form by the County Attorney.

ATTACHMENTS:
1. FDOT Public Transportation Grant Agreement
2. Resolution in support of the FDOT PTGA
3. URR
THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _, by and between the State of Florida, Department of Transportation, ("Department"), and Flagler County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Replace Air Traffic Control Tower (ATCT) Equipment at Flagler Executive Airport, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   - [X] Aviation
   - [ ] Seaports
   - [ ] Transit
   - [ ] Intermodal
   - [ ] Rail Crossing Closure
   - [ ] Match to Direct Federal Funding (Aviation or Transit)
     (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   - [ ] Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   - [X] Exhibit A: Project Description and Responsibilities
   - [X] Exhibit B: Schedule of Financial Assistance
   - [X] Exhibit C: Terms and Conditions of Construction
   - [X] Exhibit D: Agency Resolution
   - [X] Exhibit E: Program Specific Terms and Conditions
   - [X] Exhibit F: Contract Payment Requirements
   - [X] Exhibit G: Audit Requirements for Awards of State Financial Assistance
5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __ or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. Project Cost:
   a. The estimated total cost of the Project is $250,000. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
   b. The Department agrees to participate in the Project cost up to the maximum amount of $250,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:
   a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance.
   b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Modifications to the deliverables in Exhibit “A”, Project Description and Responsibilities requires a formal written amendment.
   c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
   d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A”, Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit “F”, Contract Payment Requirements.
   e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
      X Travel expenses are NOT eligible for reimbursement under this Agreement.
      — Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department’s Disbursement Handbook for Employees and Managers.
f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department’s Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency’s general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.
k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department’s Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit “B”, Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved
in writing by the Department. Specific unallowable costs may be listed in Exhibit “A”, Project Description and Responsibilities.

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

   a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.

   b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

   c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:

   i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or

   ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

   d. **If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

   e. **If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):**

   i. **Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).**

   ii. **Agency has selected to apply a de minimus rate of 10% to modified total direct costs.** Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

   iii. **Agency has selected to apply a state or federally approved indirect cost rate.** A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

   f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

   g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make
best efforts to obtain the Department’s input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency’s Authorized Official shall certify to the Department that the Agency’s purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants’ Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency’s full compliance with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Agency’s Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

   i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

   ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

   iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

   iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

   i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

   ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any
inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an
audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a “nonstate entity” as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; 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. Exhibit “G”, Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial
assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties’ respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. **Indemnification and Insurance:**

   a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency or subcontractors to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   “To the fullest extent permitted by law, the Agency’s contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and
persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agencyelects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad
shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an
updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**AGENCY Flagler County**

By: _____________________________
Name: ___________________________
Title: ___________________________

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

By: _____________________________
Name: Loreen Bobo, P.E._____________
Title: Director of Transportation Development________

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

Legal Review:

Daniel L. McDermott____________________
A. Project Description: Air Traffic Control Tower (ATCT) Equipment: The project includes installation/upgrade of NAVCOM equipment including removal and replacement of existing air traffic control equipment, and upgrade to controllers’ communications and weather systems to meet the current FAA Contract Tower Minimum Equipment List (MEL). The ATCT is more than 10 years old and the NAVCOM equipment is beyond its expected service life.

B. Project Location: Flagler Executive Airport/Palm Coast, FL/Flagler

C. Project Scope: Purchase ATCT Equipment (Initial Cost and Installation Only/Not Operations Costs or Fees): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, testing, and commissioning of said equipment. Site preparation (earthwork, electrical, mechanical, and utilities) is to be included in the cost of equipment purchase and delivery. It includes all materials, equipment, labor, and incidentals to purchase, install and commission a new piece of equipment. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded to JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs: Stored Materials.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.
Funds Awarded to the Agency and Required Matching Funds Pursuant to This Agreement Consist of the Following:

A. Fund Type and Fiscal Year:

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<th>Financial Management Number</th>
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<th>Object Code</th>
<th>CSFA/CFDA Number</th>
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**Total Financial Assistance**: $250,000

B. Estimate of Project Costs by Grant Phase:

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*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Budget/Cost Analysis Certification as Required by Section 216.3475, Florida Statutes:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy
Department Grant Manager Name

Signature: [Signature]

Date: 5/29/2020
1. Design and Construction Standards and Required Approvals.
   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
   
   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department’s Project Manager, Allison McCuddy or District 5 Aviation Coordinator (email: allison.mccuddy@dot.state.fl.us) or from an appointed designate. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
   
   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department’s Project Manager prior to bidding or commencing construction of the Project.
   
   d. The Agency shall require the Agency’s contractor to post a payment and performance bond in accordance with applicable law(s).
   
   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
   
   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer’s Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department’s Right of Way. If the Project involves construction on the Department’s right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department’s right-of-way:
   
   a. The Agency shall hire a qualified contractor using the Agency’s normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Allison McCuddy or District 5 Aviation Coordinator.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department’s right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or
estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department’s property, including but not limited to, the Department’s right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public’s safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final “walk-through” by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11” X 17” plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency’s property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department’s written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the “Notice of Completion”). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency’s sole cost and expense,
without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department’s District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department’s Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer’s Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer’s Certification of Compliance to the Department upon completion of the construction phase of the Project.
ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ______________________

PROJECT DESCRIPTION: ______________________________________________________

DEPARTMENT CONTRACT NO.: _________________________________________________

FINANCIAL MANAGEMENT NO.: ________________________________________________

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans for construction on the Department’s Right of Way certified by the Engineer of Record/CEI.

By: ____________________________, P.E.

SEAL:

Name: __________________________

Date: __________________________
EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED
A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit “A”, Project Description and Responsibilities, and Exhibit “B”, Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)
   • Chapter 163, F.S., Intergovernmental Programs
   • Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   • Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   • Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   • Chapter 332, F.S., Airports and Other Air Navigation Facilities
   • Chapter 333, F.S., Airport Zoning
b. **Florida Administrative Code (FAC)**
   - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
   - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
   - Section 62-256.300, FAC, Open Burning, Prohibitions
   - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. **Local Government Requirements**
   - Airport Zoning Ordinance
   - Local Comprehensive Plan

d. **Department Requirements**
   - Eight Steps of Building a New Airport
   - Florida Airport Revenue Use Guide
   - Florida Aviation Project Handbook
   - Guidebook for Airport Master Planning
   - Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC’s) and FAA issued waivers thereto, including but not limited to, the following:

a. **Federal Requirements**
   - FAA AC 70/7460-1, Obstruction Marking and Lighting
   - FAA AC 150/5300-13, Airport Design
   - FAA AC 150/5370-2, Operational Safety on Airports During Construction
   - FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. **Local Government Requirements**
   - Local Building Codes
   - Local Zoning Codes

c. **Department Requirements**
   - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
   - Manual on Uniform Traffic Control Devices
   - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
   - Standard Specifications for Construction of General Aviation Airports
   - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**
   - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
   - National Environmental Policy of 1969
   - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
   - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**
   - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
   - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
C. Agency Authority.

1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor’s governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.
   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.
   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
   b. For noise compatibility program projects undertaken on the airport sponsor’s property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.


a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.


a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency’s Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA’s priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.


a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.


a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

   a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

   1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

   2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

   3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

   a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

   b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

   a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

   b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

   c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

   a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency
equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency’s right to lease airport property for airport-compatible purposes.


a. The Department has the right to disapprove the Agency’s employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.

2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA’s priority system.

3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:

1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state’s proportionate share of its market value.
2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

   1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
   2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
   3) Completed construction complies with all applicable local building codes.
   4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

   1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
   2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
   3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
   4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

   1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
   2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
   3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.
24. **Noise Mitigation Projects.** The Agency assures that it will:

   a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

      1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

      2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

   b. **Private Agreements.** For noise compatibility projects on privately owned property:

      1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

      2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

"End of Exhibit E"
Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

6. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.
AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
*Award Amount: $250,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
A RESOLUTION APPROVING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ASSIST WITH FUNDING TO REPLACE AIR TRAFFIC CONTROL TOWER (ATCT) EQUIPMENT AT THE FLAGLER EXECUTIVE AIRPORT.

WHEREAS, the Board of County Commissioners of Flagler County, Florida (Board) wishes to replace the antiquated Air Traffic Control Tower equipment; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement (PTGA), FM No. 447567-1-94-01 that will fund 100% of the costs for this project; and

WHEREAS, the Board finds that it is in the best interest of the citizens of Flagler County and the Flagler Executive Airport Enterprise Fund to approve the PTGA, including the assurances contained therein, to replace the Air Traffic Control Tower equipment.

NOW, THEREFORE, BE IT RESOLVED by the Board that: (i) the PTGA by and between the Board and the FDOT, incorporated by reference herein, is hereby approved; and (ii) the Airport Director will be the Board’s representative and act on the Board’s behalf in regard to the PTGA.

THIS RESOLUTION shall become effective upon adoption and approval.

ADOPTED and APPROVED this 15th day of June 2020, by the Board of County Commissioners, Flagler County, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

________________________  ______________________________
Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

________________________
Al Hadeed, County Attorney

David C. Sullivan, Chair
RESOLUTION NO. 2020 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND 401 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $250,000 from Florida Department of Transportation (FDOT), and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 15th day of June 2020, that the Airport Fund 401 be amended, as follows:

AIRPORT FUND - 401

FUNDING SOURCES:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<td>401-0000-334.41-44</td>
<td>AIR TRAFFIC CTRL TWO EQP</td>
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EXPENDITURES:

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<td></td>
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</tbody>
</table>

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ____________________________________________
David C. Sullivan, Chair

ATTEST:

____________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

____________________________
Al Hadeed, County Attorney
SUBJECT: Access License to City of Palm Coast for Canal Maintenance Adjoining Lehigh Trail.

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: The City of Palm Coast is planning to perform maintenance on its E-section canals that intersect with Flagler County’s Lehigh Trail Easement. The proposed Access License grants permission for the City and its agents to use existing County 2-track roads on the property to access the Easthampton and Eisenhower waterways to engage in repair/replacement of existing drainage structures. The work also includes sloping, grading, tying in, harmonizing and reconnecting existing features of the County's trail with the drainage improvements. The License will be in effect during the period beginning with the date of construction start (unknown but estimated later this month), and continuing until completion of the drainage project, or December 31, 2024, whichever date is earliest.

FUNDING INFORMATION: No financial impact to County is expected.

DEPARTMENT CONTACT: Michael Lagasse, Land Management (386) 313-4064
Sean Moylan, Legal Department (386) 313-4005

RECOMMENDATION: Request the Board approve the license, and further authorize the County Administrator to execute all necessary documents associated with license including any amendments approved, all as approved in form by the County Attorney.

ATTACHMENTS:
1. Proposed License Agreement
LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ______ day of _______________ 2020, by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 ("County") and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida, ("City") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH:

WHEREAS, the County is the lessee of that certain real property located in Flagler County, Florida, Parcel ID Numbers 01-12-30-5550-00010-0011 and 06-12-31-0000-000A0-0012, and more particularly described in the Warranty Deed recorded in O.R. Book 731, Page 1653, Public Records of Flagler County, Florida, (together, the “County’s Property”); and

WHEREAS, the City seeks a license to enter a portion of the County’s Property more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “License Area”); and

WHEREAS, the parties desire to set forth the terms and conditions under which the City will be permitted to enter, occupy, and use the County’s Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City hereby agree as follows:

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

2. Grant of License and Purpose. The County hereby grants to the City a non-exclusive license to occupy and use the License Area subject to the terms and conditions hereof. The License Area may be occupied and used by City, and agents acting on behalf of the City, solely for the excavation and removal of sediment from Eisenhower and Easthampton Waterways, repair/replacement of existing drainage structures, and for sloping, grading, tying in, harmonizing and reconnecting existing features of the County’s Property with the drainage improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date of construction start, and continuing until completion of the drainage project, or December 31, 2024, whichever date

Flagler County; City of Palm Coast - License
Lehigh Trail

1
shall occur first (“Term”). If the City completes the drainage project prior to December 31, 2024, the City will promptly notify the County in writing at the address listed above.

3. Construction and Maintenance. The City shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the License Area. The City shall ensure all drainage improvement activity conducted pursuant to this License Agreement is done in a professional workman like manner. The City shall also, at the City’s cost and expense, restore, to the extent practical, areas within the License Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, re-sodding, repaving, or removal of debris caused by or resulting from such activities.

4. Use. Use of the License Area and entry upon the Property by the City and its employees or agents will at all times conform to and comply with the terms of this Agreement and all applicable laws, rules, and governmental regulations now in existence or hereafter created. All work performed shall be subject to periodic inspections by the County or the Board of Trustees of the Internal Improvement Trust Fund/State of Florida and shall comply with all permitting requirements for the project.

5. Warranty. The County hereby warrants that: (i) the County has a leasehold interest in the Property, (ii) the County has good right and lawful authority to convey the access granted herein, and (iii) the Property is not encumbered by any matters which would prohibit the use of the License Area for the purposes contemplated herein.

6. Insurance and Indemnification. The City will at all times maintain in effect throughout the term of this License Agreement general commercial liability insurance coverage for all operations governed by this License Agreement including, but not limited to, contractual, products, and completed operations and personal injury. The limits shall be no less than One Million Dollars ($1,000,000.00) combined single limited or its equivalent. Prior to accessing the License Area under this License Agreement, the City shall provide certificates of insurance to the County naming the County as an additional insured. The insurance coverage shall contain provision which forbids the cancellation, change or material alteration of coverage without providing thirty (30) days written notice to the County.

To the extent permitted by Florida law, the City shall indemnify, defend, and hold harmless the County, protect and hold the County, its officers, employees and agents free and harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, or death or injury to any person or damage to property whatsoever, arising out of or resulting from, either directly or indirectly, the use of the License Area pursuant to the terms of this License Agreement, or the negligent, intentional or willful acts of the City, its employees, members or agents using the License Area pursuant to this Agreement; provided, however, that the City shall not be obligated to indemnify the County with respect to any such claims or damages arising out of injury or damages to persons or property directly caused by or resulting from the negligence of the County, its officers, agents, or employees. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City’s right of
sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City’s potential liability under state or federal law.

7. Miscellaneous. This License Agreement does not create any rights or interests in the land beyond the License described herein. The County retains the right to access the County’s Property and License Area at any time, provided however, that the County acknowledges the public benefit provided by the City’s drainage improvements described above and, further, covenants not to unreasonably interfere with the City’s access and use of the License Area.

8. Entire Agreement. The making, execution and delivery of this License Agreement by Licensor has not been induced by any representations, statements, warranties, or agreements other than those contained herein. This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, County and City have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Approved as to form:

By: ____________________________  Date executed: ____________________________

Jerry Cameron, County Administrator

County Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ______ day of _____________, 2020, by ___________________________ of the County of Flagler (check one) □ who is personally known to me or □ who produced ___________________________ as identification.

SEAL ___________________________

Notary Public – State of Florida
Print Name: ___________________________
WITNESSES:  CITY

________________________________
________________________________
(print)
(print)

CITY OF PALM COAST

By: __________________________________________
Mathew Morton, City Manager

ATTEST:

_________________________________
City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ______ day of _____________, 2020, by Mathew Morton, City Manager of the City of Palm Coast, Florida, who is personally known to me.

_________________________________
Notary Public – State of Florida
Print Name: ___________________________
My Commission expires:
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT NO. 1

A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND SECTION 36, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHWEST CORNER OF RESERVED PARCEL L-1 OF THE PLAT OF EASTHAMPTON—SECTION 34, SEMINOLE WOODS AT PALM COAST, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 49, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°44'11" WEST, A DISTANCE OF 610.00 FEET TO THE SOUTHERLY LINE OF ROYAL PALMS WATERWAY, ROYAL PALMS SECTION—29, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 17 THROUGH 29 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°15'49" WEST, ALONG SAID LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°44'11" EAST, A DISTANCE OF 610.00 FEET TO THE NORTHERLY LINE OF SAID EASTHAMPTON—SECTION 34, SEMINOLE WOODS AT PALM COAST; THENCE NORTH 89°15'49" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 61000.13 SQUARE FEET (1.400 ACRES), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT NO. 2

A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF RESERVED PARCEL L-1 OF THE PLAT OF EASTHAMPTON—SECTION 34, SEMINOLE WOODS AT PALM COAST, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 49, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°44'11" WEST, A DISTANCE OF 361.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°44'11" WEST, A DISTANCE OF 10.05 FEET; THENCE SOUTH 86°41'45" EAST A DISTANCE OF 163.14 FEET; THENCE NORTH 86°48'29" EAST, A DISTANCE OF 97.73 FEET; THENCE NORTH 88°50'36" EAST, A DISTANCE OF 299.93 FEET; THENCE NORTH 83°53'28" EAST, A DISTANCE OF 185.51 FEET; THENCE NORTH 88°50'24" EAST, A DISTANCE OF 538.64 FEET; THENCE NORTH 85°43'28" EAST, A DISTANCE OF 118.37 FEET; THENCE SOUTH 89°52'36" EAST, A DISTANCE OF 788.74 FEET; THENCE NORTH 89°12'55" EAST, A DISTANCE OF 901.41 FEET; THENCE NORTH 87°27'43" EAST, A DISTANCE OF 231.71 FEET; THENCE NORTH 89°44'52" EAST, A DISTANCE OF 385.90 FEET; THENCE SOUTH 85°23'11" EAST, A DISTANCE OF 69.07 FEET; THENCE SOUTH 89°45'26" EAST, A DISTANCE OF 204.45 FEET; THENCE NORTH 88°10'05" EAST, A DISTANCE OF 214.13 FEET; THENCE SOUTH 85°49'54" EAST, A DISTANCE OF 219.50 FEET; THENCE SOUTH 00°44'12" EAST, A DISTANCE OF 20.07 FEET; THENCE NORTH 85°49'54" WEST, A DISTANCE OF 220.17 FEET; THENCE SOUTH 88°10'05" WEST, A DISTANCE OF 213.44 FEET; THENCE NORTH 89°45'26" WEST, A DISTANCE OF 205.58 FEET; THENCE NORTH 85°23'11" WEST, A DISTANCE OF 68.98 FEET; THENCE SOUTH 89°44'52" WEST, A DISTANCE OF 384.65 FEET; THENCE SOUTH 87°27'43" WEST, A DISTANCE OF 231.61 FEET; THENCE SOUTH 89°12'55" WEST, A DISTANCE OF 901.87 FEET; THENCE NORTH 89°52'36" WEST, A DISTANCE OF 788.13 FEET; THENCE SOUTH 85°43'28" WEST, A DISTANCE OF 118.14 FEET; THENCE SOUTH 88°50'24" WEST, A DISTANCE OF 538.32 FEET; THENCE SOUTH 83°53'28" WEST, A DISTANCE OF 185.66; THENCE SOUTH 89°59'36" WEST, A DISTANCE OF 300.44 FEET; THENCE SOUTH 86°48'29" WEST, A DISTANCE OF 98.34 FEET; THENCE NORTH 86°41'45" WEST, A DISTANCE OF 162.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 88364.36 SQUARE FEET (2.029 ACRES), MORE OR LESS.

SEE SHEET 8 AND 9 FOR SURVEYORS NOTES, LEGEND AND LINE DATA.
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT NO. 3

A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND SECTION 36, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHWEST CORNER OF RESERVED PARCEL A-2 OF THE PLAT OF EASTHAMPTON -SECTION 34, SEMINOLE WOODS AT PALM COAST, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 49, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00'44'11" WEST A DISTANCE OF 610.00 FEET TO THE SOUTHERLY LINE OF ROYAL PALMS WATERWAY, ROYAL PALMS SECTION-29, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 17 THROUGH 29 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89'15'49" WEST, ALONG SAID LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00'44'11" EAST A DISTANCE OF 610.00 FEET TO THE NORTHERLY LINE OF SAID EASTHAMPTON—SECTION 34, SEMINOLE WOODS AT PALM COAST; THENCE NORTH 89'15'49" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 61000.13 SQUARE FEET (1.400 ACRES), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT NO. 4

A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF RESERVED PARCEL A-2 OF THE PLAT OF EASTHAMPTON -SECTION 34, SEMINOLE WOODS AT PALM COAST, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 49, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00'44'11" WEST, A DISTANCE OF 337.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00'44'11" WEST, A DISTANCE OF 20.44 FEET; THENCE SOUTH 78'50'16" EAST, A DISTANCE OF 30.31 FEET; THENCE SOUTH 49'16'53" EAST, A DISTANCE OF 42.25 FEET; THENCE SOUTH 30'29'20" EAST, A DISTANCE OF 69.35 FEET; THENCE SOUTH 45'45'27" EAST, A DISTANCE OF 52.33 FEET; THENCE SOUTH 75'55'35" EAST, A DISTANCE OF 51.71 FEET; THENCE NORTH 88'04'57" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 85'20'59" EAST, A DISTANCE OF 38.12 FEET; THENCE SOUTH 77'41'30", EAST A DISTANCE OF 123.58 FEET; THENCE NORTH 87'17'56", EAST A DISTANCE OF 52.18 FEET; THENCE NORTH 80'14'05", EAST A DISTANCE OF 143.76 FEET; THENCE NORTH 89'49'51", EAST A DISTANCE OF 275.17 FEET; THENCE SOUTH 83'44'34", EAST A DISTANCE OF 101.35 FEET; THENCE NORTH 83'44'40", EAST A DISTANCE OF 132.52 FEET; THENCE NORTH 87'39'59", EAST A DISTANCE OF 177.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124.00 FOOT WIDE R/W PER SAID PLAT OF EASTHAMPTON —SECTION 34, SEMINOLE WOODS AT PALM COAST); THENCE SOUTH 00'44'11" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.01 FEET; THENCE SOUTH 87'39'59" WEST, A DISTANCE OF 175.99 FEET; THENCE SOUTH 83'44'40" WEST, A DISTANCE OF 134.03 FEET; THENCE NORTH 83'44'34" WEST, A DISTANCE OF 102.42 FEET; THENCE SOUTH 89'49'51" WEST, A DISTANCE OF 272.37 FEET; THENCE SOUTH 80'14'05" WEST, A DISTANCE OF 143.31 FEET; THENCE SOUTH 87'17'56", WEST, A DISTANCE OF 56.05 FEET; THENCE NORTH 77'41'30", WEST, A DISTANCE OF 124.87 FEET; THENCE NORTH 85'20'59" WEST, A DISTANCE OF 35.63 FEET; THENCE SOUTH 88'04'57" WEST, A DISTANCE OF 281.89 FEET; THENCE NORTH 75'55'35" WEST, A DISTANCE OF 59.90 FEET; THENCE NORTH 45'45'27" WEST, A DISTANCE OF 60.41 FEET; THENCE NORTH 30'29'20" WEST, A DISTANCE OF 68.72 FEET; THENCE NORTH 49'16'53" WEST, A DISTANCE OF 33.66 FEET; THENCE NORTH 78'50'16", WEST, A DISTANCE OF 20.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 31397.56 SQUARE FEET (0.721 ACRES), MORE OR LESS.

SEE SHEET 8 AND 9 FOR SURVEYOR'S NOTES, LEGEND AND LINE DATA.

PREPARED FOR:
CITY OF PALM COAST

DATE: JUL 19, 2019 SCALE: 1"=200'
PROJECT #: 18-0460.002
DESIGN: FLF CHECKED: AQ

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

FRANK LOPEZ DATE
PROFESSIONAL SURVEYOR AND MAPPER #7001
STATE OF FLORIDA
SKETCH OF:
A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH,
RANGE 30 EAST, SECTION 36, TOWNSHIP 11 SOUTH,
RANGE 30 EAST AND SECTION 6, TOWNSHIP 12
SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

ROYAL PALMS – SECTION 29
M.B. 10, PGS. 17–29 &
O.R.B. 458, PG. 6

SOUTHERLY LINE OF ROYAL PALMS WATERWAY

T.ITF/STATE OF FLORIDA
O.R.B. 731, PG. 1653
(PARCEL A)

POINT OF BEGINNING
T.C.E. NO. 1

POINT OF BEGINNING
T.C.E. NO. 2

POINT OF COMMENCEMENT
T.C.E. NO. 2

RESERVED PARCEL L-1

NORTHLY LINE OF
EASTHAMPTON—SECTION 34

ETHAN ALLEN DRIVE (VARIABLE R/W)

SUBDIVISION PLAT
EASTHAMPTON—SECTION 34
SEMINOLE WOODS AT PALM COAST
M.B. 11, PGS. 30–49

GRAPHIC SCALE
0 100 200 400
(IN FEET)

DESCRIPTIONS ON SHEETS 1 AND 2

PREPARED FOR:
CITY OF PALM COAST

DATE: JUL 19, 2019 SCALE:1"=200'

PROJECT #: 18–0460.002

DESIGN: FLF CHECKED: AQ

DATE REVISIONS

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814
SKETCH OF:
A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH,
RANGE 30 EAST, SECTION 36, TOWNSHIP 11 SOUTH,
RANGE 30 EAST AND SECTION 6, TOWNSHIP 12
SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

ROYAL PALMS - SECTION 29
M.B. 10, PGS. 17-29 &
O.R.B. 458, PG. 6

SOUTHERLY LINE OF ROYAL PALMS WATERWAY

SOUTHERLY LINE SEC.36-T11S-R30E
NORTHERLY LINE SEC.1-T12S-R30E

T.C.E. NO. 2

L17
L31
20'

L18
L19
L20
L29
L28

TIITF/STATE OF FLORIDA
O.R.B. 731, PG. 1653
(PARCEL A)

NORTHERLY LINE OF EASTHAMPTON-SECTION 34

BLOCK 43

ESSAY WAY

BLOCK 43

ESPERANTO DRIVE (VARIABLE R/W)

SUBDIVISION PLAT
EASTHAMPTON-SECTION 34
SEMINOLE WOODS AT PALM COAST
M.B. 11, PGS. 30-49

GRAPHIC SCALE
0 100 200 400
(IN FEET)

DESCRIPTIONS ON SHEETS 1 AND 2

PREPARED FOR:
CITY OF PALM COAST

DATE: JUL 19, 2019 SCALE: 1"=200'
PROJECT #: 18-0460.002
DESIGN: FLF CHECKED: AQ

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814
SKETCH OF:
A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH,
RANGE 30 EAST, SECTION 36, TOWNSHIP 11 SOUTH,
RANGE 30 EAST AND SECTION 6, TOWNSHIP 12
SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

ROYAL PALMS - SECTION 29
M.B. 10, PGS. 17-29 &
O.R.B. 458, PG. 6

SOUTHERLY LINE OF ROYAL PALMS WATERWAY

SOUTHERLY LINE SEC.36-T11S-R30E
NORTHERLY LINE SEC.1-T12S-R30E

T.C.E. NO. 2
L39
L24
L26
L25
L20
L21
L27
L28
L22
20'

POINT OF BEGINNING
T.C.E. NO. 4

RESERVED PARCEL F-1

NORTHERLY LINE OF
EASTHAMPTON -SECTION 34

RESERVED PARCEL A-2

T.C.E. NO. 3
L8

POINT OF BEGINNING
T.C.E. NO. 3
POINT OF COMMENCEMENT
T.C.E. NO. 4

SUBDIVISION PLAT
EASTHAMPTON -SECTION 34
SEMINOLE WOODS AT PALM COAST
M.B. 11, PGS. 30-49

GRAPHIC SCALE
0 100 200 400
(IN FEET)

DESCRIPTIONS ON SHEETS 1 AND 2
SKETCH OF:
A PORTION OF SECTION 1, TOWNSHIP 12 SOUTH,
RANGE 30 EAST, SECTION 36, TOWNSHIP 11 SOUTH,
RANGE 30 EAST AND SECTION 6, TOWNSHIP 12
SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

ROYAL PALMS – SECTION 29
M.B. 10, PGS. 17-29 &
O.R.B. 458, PG. 6
SOUTHERLY LINE OF ROYAL PALMS WATERWAY

PIN GROVE – SECTION 28
M.B. 9, PGS. 51-66 &
O.R.B. 1520, PG. 454

MATCH LINE #4

T.C.E. NO. 4

L146 L147 L148 L149 L150 L151 L152 L153 L154
L61 L62 L63 L59 L60 L58 L57 L56 L55

EMERSON DRIVE (VARIABLE R/W)

NORTHERLY LINE OF
EASTHAMPTON –SECTION 34
N89°15'49"E

SUBDIVISION PLAT
EASTHAMPTON –SECTION 34
SEMINOLE WOODS AT PALM COAST
M.B. 11, PGS. 30-49

GRAPHIC SCALE
0 100 200 400
(IN FEET)

DESIGNATIONS ON SHEETS 1 AND 2

DATE: JUL 19, 2019 SCALE: 1"=200'
PROJECT #: 18-0460.002
DESIGN: FLF CHECKED: AQ
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</tr>
<tr>
<td>L2</td>
<td>100.00'</td>
<td>S89° 15' 49&quot;W</td>
</tr>
<tr>
<td>L3</td>
<td>610.00'</td>
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<tr>
<td>L8</td>
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### T.C.E. NO.2 - Line Table

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<td>N00° 44' 11&quot;W</td>
<td>L19</td>
<td>385.90'</td>
<td>N89° 44' 52&quot;E</td>
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<td>384.65'</td>
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<td>S86° 41' 45&quot;E</td>
<td>L20</td>
<td>69.07'</td>
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<td>L30</td>
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<td>S87° 27' 43&quot;W</td>
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<td>97.73'</td>
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<td>N83° 53' 28&quot;E</td>
<td>L23</td>
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<td>S85° 49' 54&quot;E</td>
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<td>L25</td>
<td>220.17'</td>
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<tr>
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<td>L26</td>
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<td>L27</td>
<td>205.58'</td>
<td>N89° 45' 26&quot;W</td>
<td>L37</td>
<td>98.34'</td>
<td>S86° 48' 29&quot;W</td>
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<tr>
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<td>231.71'</td>
<td>N87° 27' 43&quot;E</td>
<td>L28</td>
<td>68.98'</td>
<td>N85° 23' 11&quot;W</td>
<td>L38</td>
<td>162.86'</td>
<td>N86° 41' 45&quot;W</td>
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</table>

### DESCRIPTIONS ON SHEETS 1 AND 2

PREPARED FOR:  
CITY OF PALM COAST

DATE: JUL 19, 2019  SCALE: 1"=200'

PROJECT #: 18-0460.002

DESIGN: FLF  CHECKED: AQ

DATE  REVISIONS

Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814
LINE TABLES (CONTINUATION)

T.C.E. NO.4 - Line Table

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<th>Direction</th>
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<td>L49</td>
<td>143.76'</td>
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<td>L59</td>
<td>143.31'</td>
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<td>L43</td>
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<td>L58</td>
<td>272.37'</td>
<td>S89' 49' 51&quot;W</td>
<td>L68</td>
<td>20.82'</td>
<td>N78' 50' 16&quot;W</td>
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</table>

SURVEYOR’S NOTES

1.) THIS IS NOT A SURVEY.
2.) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY BOUNDARY LINE OF EASTHAMPTON—SECTION 34, SEMINOLE WOODS AT PALM COAST, AS RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 49 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS BEING NORTH 89°15'49" EAST.

LEGEND AND ABBREVIATIONS

R/W = RIGHT OF WAY
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
M.B. = MAP BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
ESMT = EASEMENT
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

DESIGNATIONS ON SHEETS 1 AND 2

PREPARED FOR:
CITY OF PALM COAST

DATE: JUL 19, 2019 SCALE: 1"=200'
PROJECT #: 18-0460.002
DESIGN: FLF CHECKED: AQ

DATE REVISIONS

DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814
SUBJECT: Amended and Restating Resolution 2011-07 Establishing a Policy for the Payment of Claims.

DATE OF MEETING: May 18, 2020

OVERVIEW/SUMMARY: The proposed changes to Resolution 2011-07 are to continue allowing the transfer of documents to and from the clerk in electronic format. Due to limited social interactions during COVID-19, Emergency Order 2020-02, authorizing the use of electronic documents and signatures, was implemented to insure workflow and document processing would continue uninterrupted. We have found these changes have reduced staff time, save resources and enable workflow to continue while employees telecommute. It is our desire to not only continue processing documents electronically but also to further define the process in a way that is seamlessly implemented as technology changes.

FUNDING INFORMATION: No fiscal impact is associated with the adoption of this resolution.

DEPARTMENT CONTACT: John Brower, Financial Services Director

RECOMMENDATION: Request the Board adopt the resolution amending and restating Flagler County Resolution 2011-07 as approved to form by the County Attorney.

ATTACHMENTS:
1. Resolution Amending and Restating Resolution 2011-07
RESOLUTION No. 2020 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA ESTABLISHING FINDINGS; ESTABLISHING A SYSTEM OF CONTROLS AND GUIDANCE FOR THE PROCESSING OF CLAIMS FOR PAYMENT BY THE CLERK OF THE CIRCUIT COURT IN THE CLERK'S ROLE AS THE CUSTODIAN OF COUNTY FUNDS; RESCINDING AND REPLACING RESOLUTION NUMBER 2011-07; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Flagler County Board of County Commissioners ("Commission") and the Flagler County Clerk of the Circuit Court and Comptroller ("Clerk") endorse sound financial policies and practices in their stewardship of public funds; and

WHEREAS, the Commission is updating its financial policies and procedures to better control public funds, including through the use of electronic signatures and documents, and

WHEREAS, the Commission determined in Resolution Number 2011-07, that a formal policy for the processing of claims for payment by the Clerk in the Clerk's role as the custodian of County funds was needed and was the most responsible way to ensure the prompt and accurate processing of said claims; and

WHEREAS, Chapter 668, Florida Statutes, gives legal force and effect to electronic signatures and transactions with certain exceptions; and

WHEREAS, the implementation of Resolution Number 2011-07 and Emergency Order 2020-02 during the declared state of local emergency due to the Covid-19 Pandemic, has led the Commission and Clerk to amend and restate Resolution 2011-07 to clarify and refine the County's formal policy for processing claims for payment.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, as follows:

Section 1. Payment Processing

1. Except as provided in paragraph 2 below, no funds shall be disbursed and/or expended by the Clerk of the Circuit Court (in the Clerk's constitutional role as the custodian of county funds) for any Commission
fund/account unless approved for payment by an authorized Commission employee. The individuals authorized to approve payments on behalf of the Commission shall only be those Commission employees included on the current "Approval Process Authority" list, limited to their specific approval authority, as approved by the County Administrator or his/her designee or the Financial Services Director in his/her absence. The County Administrator or his/her designee or the Financial Services Director is hereby granted authority to approve any item for payment. The County Administrator or his/her designee will furnish an updated Approval Process Authority list to the Clerk as necessary. The Approval Process Authority list may be categorized by fund, department, project or account number, and will contain sufficient detail to process appropriately.

2. Exceptions to the foregoing provision must be approved by the Commission.

3. The Clerk shall not produce a check for payment unless the claim for payment is submitted by the Commission (or authorized members of its staff) and includes payment approval information and is physically signed or electronically approved by the Commission employee authorized to approve the expenditure and/or disbursement pursuant to the current Approval Process List.

4. Requisitions, Purchase Orders, and claims for payment submitted to the Clerk shall be governed by the provisions of the County’s adopted Purchasing Manual as well as the provisions of the adopted budget and budget policy. Claims for payment, requisitions and purchase orders requiring a budget override shall, at a minimum, be approved in writing under exceptional circumstances (including by electronic means) by the County Administrator, his/her designee or the Financial Services Director.

5. All claims for payment processed by the Clerk in accordance with the provisions of this or other county policies applicable as well as applicable constitutional or statutory law, shall be presented to the Commission as required by the provisions of Section 136.06, Florida Statutes. The information required by the provisions of Section 136.06, Florida Statutes, shall be published at least one week prior to the next Commission meeting date and shall, at a minimum include the following information:

A. Check Number  
B. Check Amount  
C. Payee  
D. Purpose of Payment

It is recommended that the information submitted for the purpose of complying with the provisions of Section 136.06 also include the account number(s) charged.
Section 2. Electronic Documents and Electronic Signatures

1. All documents furnished to, or received from, the Clerk in the conduct of County business may be transmitted electronically, unless otherwise required by law or County ordinance.

2. All documents furnished to, or received from, County Departments in the conduct of County business may be transmitted electronically except when otherwise required by law or County ordinance.

3. County staff will utilize the most effective means, as determined by the County’s Chief Information Officer and Financial Services Director, to facilitate the electronic transmission of documentation to the Clerk’s Office.

4. Electronic signatures will have the same force and effect as wet ink signatures in the transaction of County business to the same degree as provided in State law.

5. The County’s Chief Information Officer and Financial Services Director will ensure sufficient protections are in place to prevent forged and/or altered signatures in the transaction of County business.

REPEAL. Resolution 2011-07 is hereby rescinded and is replaced by this Resolution.

SEVERABILITY. If any section, subsection, sentence, clause or provision of this Resolution is held unconstitutional, inoperative, or void by a court of competent jurisdiction, such holding shall not affect the remainder of the Resolution.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and shall supersede any conflicting procedures or practices.

DONE, ORDERED, AND ADOPTED by the Flagler County Board of County Commissioners this 15th day of June, 2020.

Attest:

David C. Sullivan, Chair

Tom Bexley, Clerk of the Circuit Court and Comptroller

Approved as to form:

Af Hadeed, County Attorney
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7o

SUBJECT:  Request the Board to approve a Single Source Contract with Charter Communications Operating, LLC, for Internet Services throughout Flagler County.

DATE OF MEETING:  06/15/2020

OVERVIEW/SUMMARY:  Staff is seeking approval of a Single Source Procurement for Internet Services throughout Flagler County. In order to function efficiently, it is necessary to have a reliable vendor that can provide fully-functioning internet, TV, and phone services to the necessary county locations. Although there may be other vendors that can potentially provide these services, the level of service and rate of speed we will be provided through Spectrum will be substantial as opposed to its competitors. Allowing the use of one single vendor for these services is also extremely important when it comes to internet traffic and the reduction of “hops” or the amount of third party providers that the data must go through. Furthermore, Flagler County already utilizes Spectrum for many of these services, which will allow for a cost savings for add-ons and additions. Through the use of a single vendor, we are able to secure both a faster internet service, as well as a more reliable connection throughout the entire network, and virtual private network (VPN) connections.

This change will save the county over $15,500 annually during the 3 year term.

FUNDING INFORMATION:  Funding for Internet Services was included in the Approved FY19-20 Budget within the following budgets: Pooled (001-4900), Ag Extension (001-2400), and Social Services (001-2706). The Flagler County Tax Collector reimburses the General Fund the costs for their remote locations annually. This will be approximately $15,576 annually. These departments have included internet services within their Proposed FY20-21 budgets as well.

DEPARTMENT CONTACT:  Jarrod Shupe, Chief Information Officer, (386) 313-4281
Holly Durrance, Purchasing Manager, (386) 313-4063

RECOMMENDATION:  Request the Board to Approve a Single Source Procurement for Internet Services throughout Flagler County with Charter Communications Operating, LLC. and authorize the Chair to execute the renewal contract as approved to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. Enterprise Service Agreement
2. Flagler County BOCC – Fiber Renewal
3. Spectrum Evaluation
The customer identified below (“Customer”) hereby acknowledges and agrees to the Commercial Terms of Service attached hereto (“Terms of Service”) with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a “Service Order”), which together with this agreement constitute the “Service Agreement” by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder (“Spectrum”).

### Spectrum Sales Support Contact Information

<table>
<thead>
<tr>
<th>Spectrum Account Executive</th>
<th>Aaron Schneider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>Mobile: 407-385-2928</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Aaron.schneider@charter.com">Aaron.schneider@charter.com</a></td>
</tr>
</tbody>
</table>

### Customer Information

<table>
<thead>
<tr>
<th>Customer Name (Exact Legal Name)</th>
<th>Flagler County Board of County Commissioners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>1769 E Moody Blvd</td>
</tr>
<tr>
<td>Suite</td>
<td>Bldg 2</td>
</tr>
<tr>
<td>City</td>
<td>Bunnell</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip</td>
<td>32110</td>
</tr>
<tr>
<td>Customer’s Main Tel. No.</td>
<td>386-313-4281</td>
</tr>
<tr>
<td>Fax. No.</td>
<td></td>
</tr>
</tbody>
</table>

| Customer Contact Name            | Jarrod Shupe                                |
| E-mail                           | jshupe@flaglercounty.org                    |
| Tel No.                          | 386-313-4281                               |

| Billing Address                  | 1769 E Moody Blvd                          |
| Suite                            | Bldg 2                                      |
| City                             | Bunnell                                    |
| State                            | FL                                         |
| Zip                               | 32110                                      |
| Billing Contact Name             | Jarrod Shupe                                |
| E-mail                           | jshupe@flaglercounty.org                    |
| Tel No.                          | 386-313-4281                               |

### Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, AND THAT CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

<table>
<thead>
<tr>
<th>Authorized Signature for Customer</th>
<th>Charter Communications Operating, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
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<td>Date:</td>
<td>Date:</td>
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</tbody>
</table>
COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum’s services (each a “Service” or collectively the “Services”) and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a “Party” or collectively as the “Parties.” Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum’s commencement of performance (the “Effective Date”). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the “Term”).

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum’s acceptance of a Service Order, as indicated either by: (a) Spectrum’s written acceptance, (b) by Spectrum’s delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order (“Service Location(s)”).

3. ORDER TERM. The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a “Renewal Order Term”, collectively with the Initial Order Term, the “Order Term”), unless either Spectrum or Customer elects to renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum’s ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of: (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum’s control.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modern's, related splitters, routers or other equipment (“Spectrum Equipment”) used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum’s reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer’s request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum’s facilities, fiber optic cable, electronics, or other equipment (collectively, the “Network”) to provide the Services. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer’s equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary
for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer’s provision of space, power, or access as described herein, or otherwise in connection with Customer’s performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

(d) **Installation.** Spectrum will schedule one or more installation visits with Customer. At the Customer’s request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum’s actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer’s authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer’s (or any End User’s) failure to deliver any required materials, support or information to Spectrum; (ii) Customer’s (or any End User’s) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum’s then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum’s installation of the Service is delayed as a result of Customer’s actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer’s agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer-provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum’s faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum’s sole opinion, hazardous or dangerous to Spectrum’s employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. **EQUIPMENT.**

**Equipment Responsibilities and Safeguards.**

(a) Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer’s or an End User’s facilities. Customer shall also ensure that all Spectrum Equipment at Customer’s and End Users’ Service Location(s) remains free and clear of all liens and encumbrances.

(b) **Customer Security Responsibilities.** Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where
applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer’s Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) (“Termination”): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum (“Software”).

Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer’s account equal to either Spectrum’s applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, “Service Charges”).

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) (“MRCs”), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges (“OTCs”) for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per-view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days’ notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum’s net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer’s tax exemption certificate or other documentation supporting Customer’s certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer’s account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum’s reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum’s receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer’s use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer’s invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum’s net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum’s net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty...
about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer’s failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer’s next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum’s Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum’s control or direction, then Spectrum may invoice Customer at Spectrum’s then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Subject to the applicable provisions of the Florida Prompt Payment Act. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer’s credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service (“Bundle”), then the following conditions shall apply:

i. In consideration for Customer’s purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.

ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum’s unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer’s use of the Services (each an “Administrative Web Site”). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer’s right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer’s use of the Administrative Web Site will be posted on the site.
9. **SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. **CUSTOMER REPRESENTATIONS AND OBLIGATIONS**

(a) **Representations.** Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) **No Reselling.** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) **No Illegal Purpose or Unauthorized Access.** Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) **No Interference.** Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or any other Services, facilities or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. **PERFORMANCE.** Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. **MONITORING, EQUIPMENT UPGRDES AND NETWORK MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer’s account or Services for the purpose of service quality assurance, or as permitted under applicable law.
13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum’s Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users’ use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer’s on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer’s convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER’S EQUIPMENT AND CUSTOMER’S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER’S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER’S OR ANY END USER’S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER’S OR ANY END USER’S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR
OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM’S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER’S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM’S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the “Indemnified Parties”) against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

(a) Customer’s use or misuse of the Service,
(b) Customer’s failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
(c) Personal injury or tangible property damage caused by Customer’s or its employees’ or agents’ negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

Nothing herein shall be deemed to be a waiver by Customer of the scope and monetary limitations of the applicable provisions of sovereign immunity under Florida Statutes Section 768.28.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum’s operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer’s use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum’s delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service,
Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer’s requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum’s delivery of, and Customer’s use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. [INTENTIONALLY OMITTED]

CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER’S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum’s Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively “Spectrum Materials”) shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for therein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer’s use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Subject to the applicable and mandatory provisions of Florida Public Records law, Chapter 119, Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum’s prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum’s website at https://enterprise.spectrum.com/. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer’s privacy interests, including Customer’s ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum’s tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to
disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.
   (a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

   If to Spectrum:
   Charter Communications Operating, LLC
   ATTN: Commercial Contracts Management
   Corporate - Legal Operations
   12405 Powerscourt Drive
   St. Louis, MO  63131

   Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum’s request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

   (b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.
   (a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Customer should also consult Spectrum’s website https://enterprise.spectrum.com/ to be sure Customer is aware of Spectrum’s Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer’s use of the Services (collectively “Policies”). Customer’s use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum’s Policies as a part of this Service Agreement.

   (b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

   (c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

   (d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
(e) **Severability.** To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) **Force Majeure.** Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party’s control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a “Force Majeure Event”). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) **Governing Law; Claims Limitation; Waiver of Jury Trial.** The law of the state of Florida shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the States District Court for the Middle District of Florida or, if such court would not have jurisdiction over the matter, then only in a Florida State court. Each party submits to the exclusive jurisdiction of this court and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in state courts sitting in Florida, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) **No Third Party Beneficiaries.** The terms of this Service Agreement and the Parties’ respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) **Waiver.** Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) **Remedies Cumulative and Nonexclusive.** Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

(k) **In the event Customer orders and Spectrum provides Services for which a corresponding Service Attachment is not contained herein,** the Parties agree that Spectrum’s corresponding then-current Service Attachment on Spectrum’s web site shall govern the Parties’ respective obligations related to such Service.
Attachment A

Spectrum Business TV and Enterprise TV Service
(collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service line-up(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.
5. **Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. **Noninterference.** Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. **Charges.** Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. **End User Support.** Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. **Set Back Box.** Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
   (a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
   (b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. **SpectrumU Service.** SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
    (a) Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
    (b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
    (c) Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.
Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service
(collectively “Voice Services”)

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, “Hosted Communications Services”)

[INTENTIONALLY OMITTED]
Attachment C

Spectrum Business High-Speed Internet Service
(“Internet Service”)

Spectrum Business High-Speed Internet Service: Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).

2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.

3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.

4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.

1 Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.
5. **Electronic Addresses: Mailboxes.** All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

(a) **Mailboxes.** Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

(b) **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

(c) **Cookies.** Customer may access their Spectrum email account at [https://www.spectrumbusiness.net](https://www.spectrumbusiness.net) or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at [https://www.spectrumbusiness.net](https://www.spectrumbusiness.net), Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

6. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at [www.business.spectrum.com](http://www.business.spectrum.com) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

8. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

9. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

10. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

(a) To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.
(b) Customer’s use of the WiFi Hotspot is subject to the following additional terms and conditions:

i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.

ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.

iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer’s location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum’s sole discretion, and Customer grants Spectrum a license to use Customer’s names, trademarks and logos in connection with such advertising, marketing and promotion.

iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.

v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

Attachment D

Fiber Internet Access Service (‘FIA Service’)

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (‘ISP’) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (‘Third Party Services’). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.

2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no Individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (‘AUP’) found at [https://enterprise.spectrum.com](https://enterprise.spectrum.com) (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

4. **DDoS Protection Services.**
   (a) This Section only applies if Customer elects to purchase DDoS Protection Service to enable detection of distributed denial of service (‘DDoS’) attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum’s Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a “DDoS Attack”). Spectrum requires that Customer: (i) provide information regarding Customer’s Internet traffic before Spectrum can provision the DDoS Protection Service; and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service.; After DDoS Protection Service activation, Spectrum will monitor Customer’s Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum Enterprise Technical Support. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer’s legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer’s inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide “Proactive” or “Reactive” mitigation services as further described below. If Customer designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer’s change request within five (5) business days.
(b) DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum’s detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum Enterprise Technical Support to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum Enterprise Technical Support has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: Customer must purchase Spectrum’s FIA Service to be eligible to purchase the DDoS Protection Services, which FIA Service may be pre-existing or ordered at the same time as the DDoS Protection Service. DDoS Protection Service is provided on a per circuit basis. Spectrum’s ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Mitigation Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:
   i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
   ii. DDoS mitigation may only mitigate the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
   iii. Spectrum makes no warranty, express or implied, that: (1) for Customers subscribing to the DDoS Automatic Protection Service, all DDoS attacks will be detected; (2) mitigation services will successfully mitigate the incident, particularly if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:
   i. If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.
Attachment E

WIDE AREA NETWORK ("WAN") SERVICES

Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service:** Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise’s dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

   (a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

   (b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

   (c) Customer’s use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F.R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.
In addition, if Spectrum determines that Customer’s use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum’s provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer’s use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer’s violation of the 10% Rule.
Attachment F

Managed Services

Software-Defined Wide Area Networking Service ("SD-WAN Service"), Managed WiFi Service, Managed Router Service ("MRS"), Managed Security Service ("MSS") and Cloud Security ("vSecurity")

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment ("CPE") through which Customer can receive the purchased service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, are subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum will update the Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire. Spectrum may request Customer complete a Technical Configuration Questionnaire. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the Managed Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer, and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.

Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE MANAGED SERVICES. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY MANGED SERVICE CPE OR MANAGED SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK.

SOFTWARE DEFINED WIDE AREA NETWORK ("SD-WAN") SERVICE: This section applies only if the Customer purchases the SD-WAN Service:

(a) Spectrum shall provide Customer with one or more SD-WAN customer premises equipment ("CPE") through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

(b) Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.

MANAGED WIFI SERVICE: This section applies only if the customer purchases the Managed WiFi Service.

(a) Spectrum will provide a managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an
Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

MANAGED ROUTER SERVICE (“MRS”): This section only applies if the customer purchases the Managed Router Service.
(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. Managed Router Service or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. The Managed Router Service is only available when connected via Spectrum FI.A or Spectrum Ethernet services including in-network and Type II connections. A 3rd party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Router Service, leaving the Managed Router only connected to non-Spectrum service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Router Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Router Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

MANAGED SECURITY SERVICE (“MSS”): This section only applies if the customer purchases the Managed Security Service.
(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. Managed Security Service or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. The Managed Security Service is only available when connected via Spectrum FI.A or Spectrum High Speed Internet services including in-network and Type II connections. A 3rd party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Security Service leaving the Managed Security Service only connected to a non-Spectrum service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Security Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Security Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

CLOUD SECURITY (“vSECURITY”) SERVICE: This section only applies if the customer purchases the vSecurity Service.
(a) The vSecurity Service delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of the customer site(s) and other considerations made at Spectrum’s sole discretion.

(b) Connectivity. The vSecurity Service is only available when connected via Spectrum Ethernet, Spectrum FI.A, and SD-WAN services including in-network and Type II connections.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSecurity Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the vSecurity Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.
Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: Wireless Internet and Wireless Internet Backup. Customer’s use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. **Wireless Internet:**

   (a) **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 128Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

   (b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not “roll over” to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. **Wireless Internet Backup:**

   Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 100 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum’s termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum “Data Allowance” (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. “Data Allowance” means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.
4. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. **Power Disruptions.** The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. **Acceptable Use Policy; Third Party Network Terms.**
   (a) Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

   (b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators (“Third-Party Terms”) found at:

   - AT&T Internet of Things Wireless Communications Service Guide
     http://serviceguidenew.att.com/sg_flashPlayerPage/M2M

   - Verizon ThingSpace Terms and Conditions
     https://thingspace.verizon.com/legal/terms-and-conditions/

   The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator’s sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

   (c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. **Security; Use Restrictions.** Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer’s notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum’s approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. **Termination.**
   (a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.
(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided. Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator’s then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

9. **NO THIRD-PARTY LIABILITY.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.
Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Aaron Schnieder
Phone: 4073852928 ext: 
Cell Phone: +1 4073852928
Email: aaron.schneider@charter.com

Order # 11749931

<table>
<thead>
<tr>
<th>Customer Information: Customer Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Name</strong></td>
</tr>
<tr>
<td><strong>Billing Address</strong></td>
</tr>
<tr>
<td><strong>Attention To:</strong></td>
</tr>
<tr>
<td>1769 E MOODY BLVD, UNIT BLDG 2, BUNNELL, FL 32110</td>
</tr>
<tr>
<td><strong>Billing Contact</strong></td>
</tr>
<tr>
<td>Suzanne Eubanks</td>
</tr>
<tr>
<td>(386) 313-4266</td>
</tr>
<tr>
<td><a href="mailto:seubanks@flaglercounty.org">seubanks@flaglercounty.org</a></td>
</tr>
<tr>
<td><strong>Authorized Contact</strong></td>
</tr>
<tr>
<td>Jarrod Shupe</td>
</tr>
<tr>
<td>(386) 313-4281</td>
</tr>
<tr>
<td><a href="mailto:jshupe@flaglercounty.org">jshupe@flaglercounty.org</a></td>
</tr>
<tr>
<td><strong>Technical Contact</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Site Name</td>
</tr>
<tr>
<td>-----------------------------</td>
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<tr>
<td>Fiber Internet and Ethernet Service Order Information For 2523 MOODY BLVD FLAGLER BEACH FL 32136</td>
</tr>
<tr>
<td>Fiber Internet and Ethernet Service Order Information For 150 SAWGRASS RD RRBC BUNNELL FL 32110</td>
</tr>
<tr>
<td>Fiber Internet and Ethernet Service Order Information For 1000 Belle Terre Blvd Palm Coast FL 32164</td>
</tr>
<tr>
<td>Fiber Internet and Ethernet Service Order Information For 7 N OLD KINGS RD STE 12 PALM COAST FL 32137</td>
</tr>
<tr>
<td>Fiber Internet and Ethernet Service Order Information For 1769 E MOODY BLVD Bldg 3 BUNNELL FL 32110</td>
</tr>
<tr>
<td>Fiber Internet and Ethernet Service Order Information For 17 Old Kings Rd Palm Coast FL 32137</td>
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Current Services and Monthly charges At 17 Old Kings Rd Palm Coast FL 32137

<table>
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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Term - 5 YR</td>
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<td>$0.00</td>
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<tr>
<td>*Total</td>
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<td>$0.00</td>
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*Prices do not include taxes and fees.
### Current Services and Monthly Charges At 1769 E MOODY BLVD Unit Bldg 3, BUNNELL FL 32110

<table>
<thead>
<tr>
<th>Description</th>
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*Total                             $0.00

*Prices do not include taxes and fees.

### New and Revised Services and Monthly Charges At 1769 E MOODY BLVD Unit Bldg 3, BUNNELL FL 32110

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Static IP Address</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>36 Months</td>
</tr>
<tr>
<td>Fiber Internet 1Gbps</td>
<td>1</td>
<td>$1,999.00</td>
<td>$1,999.00</td>
<td>36 Months</td>
</tr>
<tr>
<td>Up to 13 Static IP Addresses</td>
<td>1</td>
<td>$50.00</td>
<td>$50.00</td>
<td>36 Months</td>
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<tr>
<td>Up to 29 Static IP Addresses</td>
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<td>36 Months</td>
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*Total                             $2,129.00

*Prices do not include taxes and fees.

### New and Revised Services and Monthly Charges At 2523 MOODY BLVD, FLAGLER BEACH FL 32136

<table>
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<tr>
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<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
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</thead>
<tbody>
<tr>
<td>1 Static IP Address</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>36 Months</td>
</tr>
<tr>
<td>Fiber Internet 100Mbps</td>
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<td>$899.00</td>
<td>$899.00</td>
<td>36 Months</td>
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*Total                             $899.00

*Prices do not include taxes and fees.

### New and Revised Services and Monthly Charges At 7 N OLD KINGS RD Unit STE 12, PALM COAST FL 32137

<table>
<thead>
<tr>
<th>Description</th>
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<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Static IP Address</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>36 Months</td>
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<td>Fiber Internet 50Mbps</td>
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<td>$649.00</td>
<td>$649.00</td>
<td>36 Months</td>
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</tbody>
</table>

*Total                             $649.00

*Prices do not include taxes and fees.

### New and Revised Services and Monthly Charges At 1000 Belle Terre Blvd, Palm Coast FL 32164

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>1 Static IP Address</td>
<td>1</td>
<td>$0.00</td>
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<td>Fiber Internet 50Mbps</td>
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<td>36 Months</td>
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*Total                             $649.00

*Prices do not include taxes and fees.

### New and Revised Services and Monthly Charges At 17 Old Kings Rd, Palm Coast FL 32137

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber Internet 100Mbps</td>
<td>1</td>
<td>$899.00</td>
<td>$899.00</td>
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<tr>
<td>Up to 5 Static IP Addresses</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>36 Months</td>
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*Total                             $899.00

*Prices do not include taxes and fees.
### New and Revised Services and Monthly Charges At 150 SAWGRASS RD Unit RRBC, BUNNELL FL 32110

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
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<tr>
<td>Fiber Internet 50Mbps</td>
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*Prices do not include taxes and fees.
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<tr>
<th>Department / Location</th>
<th>Services</th>
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<th>Amount Due</th>
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<tbody>
<tr>
<td>Flagler Tax Coll FB - 2523 Moody Blvd Flagler Bch</td>
<td>100M Fiber Internet, 1 static IP</td>
<td>$925.00</td>
<td>$899.00</td>
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<tr>
<td>Extension Services - 150 Sawgrass Rd Bunnell</td>
<td>50M Fiber Internet, 13 static IPs</td>
<td>$619.00</td>
<td>$699.00</td>
</tr>
<tr>
<td>Senior Services - 1000 Belle Terre BlvdPalm Coast</td>
<td>50M Fiber Internet, 1 static IP, TV Receiver</td>
<td>$619.00</td>
<td>$649.00</td>
</tr>
<tr>
<td>Flagler Tax Coll - 7 N Old Kings Rd Palm Coast</td>
<td>50M Fiber Internet, 1 static IP</td>
<td>$925.00</td>
<td>$649.00</td>
</tr>
<tr>
<td>Flagler County - 1769 E Moody Blvd Bunnell</td>
<td>1G Fiber Internet, 43 static ips, 96 SIP Phone trunking (PRI) with 5 additional DID blocks</td>
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<td>$3,725.84</td>
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<td>Flagler Tax Coll PC - 17 Old Kings Rd, Palm Coast</td>
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<tr>
<td></td>
<td></td>
<td>$8,785.84</td>
<td>$7,520.84</td>
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**EST. ANNUAL SAVINGS** $15,180.00

DATE OF MEETING: June 15, 2020

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex-parte communication. This request is for approval of a final plat for a 45 lot subdivision to be known as Huntington Villas Phase 2-A within the PUD (Planned Unit Development) District. The final plat lies within parcel 22-14-31-0000-01010-0040, is 54.89 +/- acres in size, and is located South of Airport Road, West of Hunter’s Ridge Boulevard, North of the Volusia County line, and is part of the Hunter’s Ridge Development of Regional Impact (DRI).
Howard Lefkowitz, Vice President, on behalf of the parcel owner, BADC Huntington Communities, LLC, submitted an application for Final Plat approval for the development of a 45-lot single family residential subdivision on 55 acres to be known as Huntington Villas Phase 2-A. These lots will be developed as 21 duplex buildings and one triplex (Lots 3 through 5), consistent with the amended PUD Development Agreement approved through Ordinance No. 2019-01 and recorded at Official Records Book 2366, Page 190, Public Records of Flagler County, Florida.

The proposed Huntington Villas Phase 2-A subdivision will plat the entirety of the Huntington Villas PUD lying West of Hunter's Ridge Boulevard and satisfy the platting requirements of the PUD district; however, of the 117 lots proposed within the West portion of the Villas PUD, only 45 lots are proposed for platting within Phase 2-A. Lots 1 through 45 are being platted now through Phase 2-A, with future development proposed within subsequent plats (replats) that would subdivide (replat) Future Development Tract F-1, the 15.10 acre future development tract retained by the developer. Within Phase 2-A, the smallest lot is 0.10+/- acres in size (Lot 4), while the largest is 0.14+/- acres in size (Lot 5). The majority of the lots are approximately 0.11 acres in area. Tracts within Phase 2-A are described and dedicated as:

<table>
<thead>
<tr>
<th>Tract #</th>
<th>Acreage</th>
<th>Dedicated To/Owned By</th>
<th>Purpose/Dedication</th>
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<tbody>
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<td>Tract C-1</td>
<td>0.10</td>
<td>Huntington Village Residents Association, Inc.</td>
<td>Common Area</td>
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<tr>
<td>Tract C-2</td>
<td>0.01</td>
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<td>Common Area</td>
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<tr>
<td>Tract C-3</td>
<td>0.15</td>
<td>Huntington Village Residents Association, Inc.</td>
<td>Common Area</td>
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<tr>
<td>Tract C-4</td>
<td>0.12</td>
<td>Huntington Village Residents Association, Inc.</td>
<td>Common Area</td>
</tr>
<tr>
<td>Tract C-6</td>
<td>0.11</td>
<td>Huntington Village Residents Association, Inc.</td>
<td>Common Area</td>
</tr>
<tr>
<td>Tract F-1</td>
<td>15.10</td>
<td>BADC Huntington Communities, LLC</td>
<td>Future Development</td>
</tr>
<tr>
<td>Tract PR-1</td>
<td>--</td>
<td>Hunter’s Ridge CDD No. 1</td>
<td>Private Road</td>
</tr>
<tr>
<td>Tract ST-1</td>
<td>0.83</td>
<td>Hunter’s Ridge CDD No. 1</td>
<td>Stormwater Management &amp; Drainage</td>
</tr>
<tr>
<td>Tract ST-2</td>
<td>1.31</td>
<td>Hunter’s Ridge CDD No. 1</td>
<td>Stormwater Management &amp; Drainage</td>
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<tr>
<td>Tract ST-3</td>
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<td>Tract ST-4</td>
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<td>Tract ST-13</td>
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<td>Stormwater Management &amp; Drainage</td>
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<tr>
<td>Tract W-2</td>
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<td>Littoral Zone &amp; Water Management</td>
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<td>Tract W-3</td>
<td>4.14</td>
<td>Hunter’s Ridge CDD No. 1</td>
<td>Littoral Zone &amp; Water Management</td>
</tr>
</tbody>
</table>
Easements are provided within each lot – 10 feet in the front yard, 5 feet in the rear yard, and 5 feet in the end unit side yard – for drainage and private utility purposes and dedicated to the Hunter’s Ridge CDD No. 1. Specific easements are provided as follows:

- A landscape/signage easement across Tract C-1 to the Hunter’s Ridge CDD No. 1 for landscape and signage purposes
- A drainage easement within Tract C-3 to the Hunter’s Ridge CDD No. 1
- Access and utility easements across Tract PR-1 to Flagler County and the City of Ormond Beach
- Blanket drainage, utility and sidewalk easements across Tract PR-1
- Conservation easements (identified as Parcel 5) within Tracts W-2 and W-3 to the St. Johns River Water Management District (separately recorded in Official Records Book 2058, Pages 1272 through 1303, Public Records of Flagler County, Florida)
- Conservation easement (identified as Parcel 7) within Tract F-1 to the St. Johns River Water Management District (separately recorded in Official Records Book 2058, Pages 1272 through 1303, Public Records of Flagler County, Florida)
- Drainage easements (identified as Tracts 1 and 8) within Tract F-1 (separately recorded in Official Records Book 1730, Page 1056, Public Records of Flagler County, Florida)
- A 20-foot-wide utility easement within Tract F-1 to provide access to the City of Ormond Beach’s utility easement for Well #41 (separately recorded in Official Records Book 302, Page 257, Public Records of Flagler County, Florida)
- A 4-foot-wide drainage and access easement along the South (left) line of Lot 9 and the North (right) line of Lot 10
- A 20-foot-wide drainage easement across the rear lot lines of Lots 10 through 27, and Lots 32 through 45

Water and sewer services are provided by the City of Ormond Beach through the Retail Water and Wastewater Service Agreement for the Hunter’s Ridge Development in Flagler County recorded at Official Records Book 6421, Page 2821, Public Records of Volusia County, Florida. The City of Ormond Beach has confirmed its acceptance of the water and sewer-related improvements through its letter dated February 24, 2020 (attached).

Consistent with the community’s age-restrictive covenants (recorded at Official Records Book 2150, Page 282, Public Records of Flagler County, Florida) and Resolution No. 2016-54 recognizing the exemption for the payment of the educational facilities impact fee within Huntington Villas, the School District issued its Letter of No Impact on July 24, 2019. So long as the age-restriction remains in place, the Villas development will be exempt from school concurrency and the collection of education facilities impact fees.

In lieu of a maintenance bond, the developer is providing a document to be recorded simultaneously to the plat’s recording stipulating that the Hunter’s Ridge CDD No. 1 will assume the role of guarantor of the improvements during the customary two-year maintenance period; ultimately, as provided in the plat, the CDD will assume maintenance of subdivision improvements without recourse to Flagler County. As of the date of this staff report, this agreement is being finalized and will be presented to you as part of this agenda item following the County Attorney’s review.
The Board of County Commissioners considered the preliminary plat (Application #2698) on August 18, 2008 as part of its review of the Huntington Townhomes PUD.

DEPT./CONTACT/PHONE #:  Planning & Zoning/Adam Mengel/386-313-4065

OPTIONS FOR THE BOARD:  Staff’s review of the request indicates that the required submittals have been received and the plat is consistent with: the previously-approved PUD development standards and the PUD Site Development Plan; the Comprehensive Plan; the Land Development Code; the Hunter’s Ridge DRI Development Order; and Chapter 177, Florida Statutes. Options for the Board are:
1. APPROVAL – the Board of County Commissioners approves Application #3181, the Final Plat for Huntington Villas Phase 2-A.
2. DENIAL – the Board of County Commissioners denies Application #3181, the Final Plat for Huntington Villas Phase 2-A.
3. TABLING – the Board of County Commissioners tables the request to a time and date certain.

ATTACHMENTS:
1. Final Plat
2. Application and supporting documents:
   a. Application
   b. Cover letter dated July 17, 2019
   c. Certification by Applicant’s Representative
   e. Proof of Taxes Paid
   f. Title Opinion dated July 2, 2019
   g. Certification by Reviewing Surveyor dated December 13, 2019
3. Ordinance No. 2019-01
4. Board of County Commissioners meeting minutes (in part) for August 18, 2008
5. City of Ormond Beach utilities acceptance letter dated February 24, 2020
6. Flagler County School District Letter of No Impact dated July 24, 2019
7. Agreement between Hunter’s Ridge CDD No. 1 and Flagler County (to be provided)
HUNTINGTON VILLAS PHASE 2-A
LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT

[Map Diagram]

SCALE: 1" = 40'
HUNTINGTON VILLAS PHASE 2-A
LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT
# Application for Final Plat

**Flagler County, Florida**
1769 E. Moody Blvd, Bldg 2, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009  Fax: (386) 313-4109
Application/Project #: 3181/2019050018

## Property Owner(s)

<table>
<thead>
<tr>
<th>Name(s):</th>
<th>BADC Huntington Communities, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>300 Interchange Blvd Suite D</td>
</tr>
<tr>
<td>City: Ormond Beach</td>
<td>Florida</td>
</tr>
<tr>
<td>Zip: 32174</td>
<td></td>
</tr>
<tr>
<td>Telephone #:</td>
<td>(386) 735650</td>
</tr>
<tr>
<td>Fax #: (N/A)</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:howard@badc.us">howard@badc.us</a></td>
<td></td>
</tr>
</tbody>
</table>

## Applicant/Agent

<table>
<thead>
<tr>
<th>Name(s):</th>
<th>Zev Cohen &amp; Associates C/O Randy Hudak, P.E.</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Zip: 32174</td>
<td></td>
</tr>
<tr>
<td>Telephone #:</td>
<td>(386) 772482</td>
</tr>
<tr>
<td>Fax #: (N/A)</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:rhudak@zevcohen.com">rhudak@zevcohen.com</a></td>
<td></td>
</tr>
</tbody>
</table>

## Site Location (street address):

Huntington Villas 2A

## Legal Description:

(briefly describe, do not use “see attached”)

Map Book 1982 Page 911

## Parcel # (tax ID #):

2214310000010100040

## Parcel Size:

39.78 Acres

## Number of Miles of New Road(s):

3/4 of Mile

## Current Zoning Classification:

PUD

## Current Future Land Use Designation:

Mixed Use Low MUL

## Subject to A1A Scenic Corridor IDO?

YES  NO  XX

## Purpose of Submission / Project Data:

Huntington Villas Phase 2-A

**Signature of Owner(s) or Applicant/Agent**

If Owner Authorization form attached

**Date: 5/9/19**

**OFFICIAL USE ONLY**

## Board of County Commissioners Action:

- **APPROVED** [ ]
- **APPROVED WITH CONDITIONS** [ ]
- **DENIED** [ ]

**Signature of Chairman:**

Date: __________________________ *approved with conditions, see attached.
May 10, 2019

MR. ADAM MENGEL, AICP, LEED AP BD+C,
FLAGLER COUNTY Board of County Commissioners
1769 E Moody Blvd., Bldg. 2
Bunnell, FL 32110

Re: Final Plat Submission, HUNTINGTON VILLAS, PHASE 2A

Dear Adam:

This letter is to serve as the FORMAL REQUEST for review of the Final Plat submission for the above reference project.

Attached please find the following items:

1. Copy of Owner’s Recorded Warranty Deed
2. 6 sets of the proposed plat, 24”x36”, for staff review
3. The required Application Fee in the amount of $3089.00
4. An Attorney’s Opinion of Title pursuant to the requirements of Florida Statutes, Chapter 177, as amended, together with list of encumbrances.
5. Representative’s Affidavit that the application is in compliance with all statutory requirements.
6. A Receipt demonstrating the payment of property taxes for 2018.
7. Engineer’s certification of Construction Costs of the subject property
8. Three sets of engineering plans. Upon completion of the improvements, 2 sets of a signed and sealed paper reproduction of the as-builts will be provided, showing all subdivision improvements.

Upon Staff review and notification, any required adjustments will be completed and submitted to the county for presentation to the Board, together with the following:

1. An Executed Mylar, signed by all required endorsers.
2. Either a Maintenance Bond or other guarantee acceptable to the County covering 10% of the cost of the certified improvements.

Howard Leftowitz
Vice President
BADC Huntington Communities, LLC
Huntington at Hunter’s Ridge
CERTIFICATION BY APPLICANT’S REPRESENTATIVE

Subdivision Plat Name: Huntington Villas, Phases 2A and 2B

I hereby certify that the referenced project as submitted to Flagler County is in compliance with local, state and federal regulations and that the material and data submitted to Flagler County was prepared under the supervision and direction of the undersigned.

Signature of Responsible Party

Printed Name: Mark A. Watts
Company Name: CobbCole, P.A.
Address: 231 N. Woodland Avenue, DeLand, FL 32720
Telephone Number: 386/316-9833
Registration Number and Seal if applicable: Fla. Bar #0157521

RECEIVED
MAY 10 2019
PLANNING
FLAGLER COUNTY, FL

Sample 4/06
Peaded by and return to:
Robert Kit Korey, P. A.
595 W. Granada Blvd.
Suite A
Ormond Beach, FL. 32174

Parcel ID Number: multi parcels

Warranty Deed

This Indenture, Made this 18th day of December, 2013 A.D., Between

TP Investments, LLC, a Florida limited liability company

of the County of Volusia, State of Florida, grantor,

and BADC Huntington Communities, LLC, a Florida limited liability company

existing under the laws of the State of Florida.

whose address is: 9500 Arboretum Blvd. #370, Austin, Texas 78759

of the County of Texas, State of Texas, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of $1,000,000.00

DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has

granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,

lying and being in the County of Flagler State of Florida to wit:

See Exhibit A attached hereto and made a part hereof.

Have and to Hold, the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that the Grantor is

lawfully seized of said land in fee simple; that the Grantor has good

right and lawful authority to sell and convey said land.

Subject to restrictions, reservations and easements of record, if
any, and taxes due for the year 2014 and subsequent years.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
Warranty Deed - Page 2

Parcel ID Number: multi parcels

In Witness Whereof, the grantor hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

TP Investments, LLC, a Florida limited liability company

By: Timothy W. Phillips
Managing Member
P.O. Address: 3701 Olson Drive, Daytona Beach, FL 32124

By: William T. Phillips
Managing Member
P.O. Address: 3701 Olson Drive, Daytona Beach, FL 32124

(Corporate Seal)

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 18 day of December, 2013 by Timothy W. Phillips, Managing Member and William T. Phillips, Managing Member of TP Investments, LLC, a Florida limited liability company on behalf of the corporation who are personally known to me or who have produced their Florida driver's license as identification.

Printed Name: Janet Benton
Notary Public
My Commission Expires:
EXHIBIT A

PARCEL A (OR 1424/42):

PORTION OF SECTION 21 AND SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SAID SECTION 22, SOUTH 88°20'11" SECONDS WEST, FOR A DISTANCE OF 254.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE OF SECTION 22, NORTH 35°02'05" WEST, FOR A DISTANCE OF 2032.48 FEET; THENCE SOUTH 28°44'58" WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27°21'03" WEST, FOR A DISTANCE OF 35.48 FEET; THENCE SOUTH 09°40'44" WEST, FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46°22'05" EAST, FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08°59'09" EAST, FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25°29'08" WEST, FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72°36'51" WEST, FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28°39'12" WEST, FOR A DISTANCE OF 223.87 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 477.35 FEET, HAVING A CENTRAL ANGLE OF 23°16'37", A RADIUS OF 1175.00 FEET, A CHORD BEARING OF NORTH 40°17'30" WEST, AND A CHORD DISTANCE OF 474.08 FEET; THENCE NORTH 44°16'51" WEST, FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30°58'16" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59°01'44" WEST FOR A DISTANCE OF 349.67 FEET; THENCE NORTH 42°15'29" WEST, FOR A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100 FOOT RIGHT OF WAY), AS INTENDED; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 54°30'43" WEST FOR A DISTANCE OF 802.46 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 176.76 FEET, HAVING A CENTRAL ANGLE OF 3°45'03", A RADIUS OF 2700.00 FEET, A CHORD BEARING OF SOUTH 52°38'11" WEST, AND A CHORD DISTANCE OF 176.73 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 43°21'02" EAST, FOR A DISTANCE OF 1644.15 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 440.53 FEET, HAVING A CENTRAL ANGLE OF 32°35'38", A RADIUS OF 774.39 FEET, A CHORD BEARING OF SOUTH 60°09'58" EAST, AND A CHORD DISTANCE OF 434.61 FEET; TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 266.96 FEET, HAVING A CENTRAL ANGLE OF 20°35'04", A RADIUS OF 743.08 FEET, A CHORD BEARING OF SOUTH 65°47'59" EAST, AND A CHORD DISTANCE OF 265.53 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 22; THENCE ALONG SAID SOUTH LINE OF SECTION 22, NORTH 88°20'11" EAST, FOR A DISTANCE OF 1470.13 FEET TO THE POINT OF BEGINNING.

PARCEL B (OR 1437/955):

LEGAL DESCRIPTION: PROPOSED BARRINGTON-WILTSHIRE (BY SURVEYOR)

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22; THENCE NORTH 88°22'23" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 801.67 FEET TO THE INTERSECTION OF THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 AND THE EAST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (A 80' PRIVATE RIGHT-OF-WAY) AND THE POINT-OF-BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 467.57 FEET AND A CENTRAL ANGLE OF 43°55'04"; THENCE FROM A TANGENT BEARING OF NORTH 02°28'18" EAST RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING EIGHT CALLS AN ARC DISTANCE OF 358.40 FEET; THENCE NORTH 41°26'46" WEST, A DISTANCE OF 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 360.00 FEET, AND A CENTRAL ANGLE OF 15°24'34"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.82 FEET; THENCE NORTH 26°02'12" WEST, A DISTANCE OF 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,200.00 FEET, AND A CENTRAL ANGLE OF 07°03'32"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 147.84 FEET; THENCE NORTH 33°05'44" WEST, A DISTANCE OF 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,175.00 FEET, AND A CENTRAL ANGLE OF 29°37'09"; THENCE NORTHORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 607.42 FEET; THENCE NORTH 03°28'35" WEST, A DISTANCE OF 325.50 FEET; THENCE SOUTH 48°40'37" EAST, A DISTANCE OF 62.22 FEET; THENCE NORTH 86°44'13" EAST, A DISTANCE OF 105.93 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'23"; THENCE FROM A TANGENT BEARING OF SOUTH 89°59'42" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 109.97 FEET; THENCE SOUTH 81°00'19" EAST, A DISTANCE OF 27.37 FEET; THENCE SOUTH 80°30'36" EAST, A DISTANCE OF 105.62 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 113.43 FEET, AND A CENTRAL ANGLE OF 32°55'39"; THENCE FROM A TANGENT BEARING OF SOUTH 81°52'02" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 65.19 FEET; THENCE NORTH 65°12'19" EAST, A DISTANCE OF 80.94 FEET; THENCE NORTH 24°16'39" WEST, A DISTANCE OF 115.58 FEET; THENCE NORTH 65°56'34" EAST, A DISTANCE OF 219.53 FEET; THENCE SOUTH 23°51'50" EAST, A DISTANCE OF 147.86 FEET, THENCE SOUTH 84°41'14" EAST, A DISTANCE OF 32.53 FEET; THENCE SOUTH 76°52'13" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 78°20'10" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 74°32'29" EAST, A DISTANCE OF 39.23 FEET; THENCE NORTH 73°20'42" EAST A DISTANCE OF 34.36 FEET; THENCE NORTH 63°48'20" EAST, A DISTANCE OF 26.83 FEET; THENCE NORTH 58°40'13" EAST, A DISTANCE OF 34.27 FEET; THENCE NORTH 53°02'55" EAST, A DISTANCE OF 47.26 FEET; THENCE NORTH 52°59'29" EAST, A DISTANCE OF 16.89 FEET TO THE WEST LINE OF A 236' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE SOUTH 00°59'50" EAST ALONG SAID WEST LINE, A DISTANCE OF 2,606.02 FEET TO THE SAID SOUTH LINE OF THE SOUTHEAST 1/4; THENCE SOUTH 88°22'23" WEST ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 33.78 FEET TO THE POINT-OF-BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED ADDITIONAL LANDS:

THAT PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION AS RECORDED IN MAP BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND WESTERLY OF THAT PROPERTY DESCRIBED AS BARRINGTON-WILTSHERE PROPERTY IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGES 955-959, SAID PROPERTY BEING DESCRIBED ON PAGE
958 THEREOF, AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 22 AND ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID 8ARRINGTON-WILTSHIRE PROPERTY N 48° 40' 37" W, 0.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION.

AND

LEGAL DESCRIPTION: PROPOSED WILDER LOOK (BY SURVEYOR)

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°00'04" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 254.17 FEET; THENCE LEAVING SAID LINE RUN NORTH 34°22'05" WEST, A DISTANCE OF 2,032.52 FEET; THENCE NORTH 63°59'36" EAST, A DISTANCE OF 78.48 FEET; THENCE NORTH 79°42'37" EAST, A DISTANCE OF 129.91 FEET; THENCE SOUTH 51°38'31" EAST, A DISTANCE OF 75.82 FEET; THENCE SOUTH 65°28'33" EAST, A DISTANCE OF 5.62 FEET; THENCE NORTH 43°44'25" EAST, A DISTANCE OF 163.67 FEET; THENCE NORTH 20°57'45" WEST, A DISTANCE OF 100.88 FEET; THENCE NORTH 74°39'31" WEST, A DISTANCE OF 29.68 FEET; THENCE SOUTH 75°25'23" WEST, A DISTANCE OF 63.04 FEET; THENCE NORTH 30°59'02" WEST, A DISTANCE OF 72.55 FEET; THENCE NORTH 29°13'11" WEST, A DISTANCE OF 65.66 FEET; THENCE NORTH 04°40'12" EAST, A DISTANCE OF 62.24 FEET; THENCE NORTH 07°45'47" EAST, A DISTANCE OF 76.24 FEET; THENCE NORTH 04°13'18" WEST, A DISTANCE OF 52.23 FEET; THENCE NORTH 28°21'37" EAST, A DISTANCE OF 57.36 FEET; THENCE NORTH 86°31'25" EAST, A DISTANCE OF 519.49 FEET; THENCE SOUTH 03°28'35" EAST, A DISTANCE OF 62.61 FEET; THENCE SOUTH 44°27'47" EAST, A DISTANCE OF 115.76 FEET; THENCE NORTH 86°31'25" EAST, A DISTANCE OF 281.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (A 80' PRIVATE RIGHT-OF-WAY) SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,255.00 FEET, AND A CENTRAL ANGLE OF 27°31'53"; THENCE FROM A TANGENT BEARING OF SOUTH 05°33'51" EAST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING EIGHT CALLS, AN ARC DISTANCE OF 603.04 FEET; THENCE SOUTH 33°05'44" EAST, A DISTANCE OF 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,120.00 FEET, AND A CENTRAL ANGLE OF 07°03'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.98 FEET; THENCE SOUTH 26°02'12" EAST, A DISTANCE OF 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 440.00 FEET, AND A CENTRAL ANGLE OF 15°24'34"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.34 FEET; THENCE SOUTH 41°26'46" EAST, A DISTANCE OF 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 387.57 FEET, AND A CENTRAL ANGLE OF 43°55'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 297.13 FEET; THENCE SOUTH 02°28'47" WEST, A DISTANCE OF 5.68 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 88°22'23" WEST ALONG SAID SOUTH EAST 1/4, A DISTANCE OF 721.46 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM ANY PORTION OF THE ABOVE PARCEL B, WHICH LIES WITHIN THE RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD, ACCORDING TO THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION RECORDED IN PLAT BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C (OR 1447/947):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SECTION 22 RUN NORTH 87 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 721.46 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF SHADOW CROSSINGS, UNIT I, OF HUNTER'S RIDGE SUBDIVISION, PHASE I, AS RECORDED IN PLAT BOOK 43, PAGES 77-81 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID SOUTH SECTION LINE, NORTH 01 DEGREES 49 MINUTES 28 SECONDS EAST, A DISTANCE OF 5.74 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 387.57 FEET AND A CENTRAL ANGLE OF 43 DEGREES 55 MINUTES 33 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 297.13 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 289.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 42 DEGREES 06 MINUTES 05 SECONDS WEST, 167.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 34 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 118.34 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 34 DEGREES 23 MINUTES 48 SECONDS WEST, A DISTANCE OF 117.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, 912.32 FEET TO THE BEGINNING OF A CURVE. CONCAVE WESTERLY, HAVING A RADIUS OF 1120.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 03 MINUTES 32 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 137.98 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 30 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.90 FEET TO THE END OF SAID CURVE; THENCE NORTH 33 DEGREES 45 MINUTES 03 SECONDS WEST, 146.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 53 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 603.05 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 19 DEGREES 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 597.26 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID CURVE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST A DISTANCE OF 281.67 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 115.76 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 62.61 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 519.49 FEET; THENCE SOUTH 27 DEGREES 42 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 57.36 FEET; THENCE SOUTH 04 DEGREES 52 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 52.23 FEET; THENCE SOUTH 07 DEGREES 06 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 76.24 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 53
SECONDS FOR A DISTANCE OF 62.24 FEET; THENCE SOUTH 29 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 63.66 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 72.55 FEET; THENCE NORTH 74 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 63.04 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 29.68 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 100.88 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 163.67 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 5.62 FEET; THENCE NORTH 52 DEGREES 17 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 75.82 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 129.91 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 78.48 FEET; THENCE SOUTH 28 DEGREES 44 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27 DEGREES 01 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 35.48 FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 16 MINUTES 37 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 477.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 40 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 474.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 44 DEGREES 16 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 236.45 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 660.60 FEET; THENCE SOUTH 30 DEGREES 58 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 157.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 15 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 155.61 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 80 DEGREES 06 MINUTES 59 SECONDS EAST, A DISTANCE OF 155.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 243.72 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 135.00 FEET; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 255.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 215.70 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 214.74 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 143.80 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 143.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 34.83 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 416.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 35 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 40.01 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION.
EXCEPTING THEREFROM ANY PORTION OF THE ABOVE PARCEL C, WHICH LIES WITHIN THE RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD, ACCORDING TO THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION RECORDED IN PLAT BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOTE: A PORTION OF THE PROPERTY DESCRIBED HEREIN INCLUDES THAT PARCEL OF LAND WHICH HAS BEEN PLATTED AND NOW KNOWN AS HUNTINGTON WOODS AT HUNTER'S RIDGE – PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGES 65 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
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**TAXING AUTHORITY**

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Total Millage: 15.0601

**AD VALOREM TAXES**

$6,461.45

**COMBINED TAXES AND ASSESSMENTS**

$6,461.45

See reverse side for important information.
July 2, 2019

TITLE OPINION PURSUANT TO SECTION 177.041, FLORIDA STATUTES

Flagler County
ATTN: Mr. Adam Mengel
Director of Planning and Zoning
1769 E. Moody Boulevard, Building 2
Suite 105
Bunnell, FL 32110

Re: Plat of Huntington Villas Phase 2-A

Dear Mr. Mengel:

Our law firm is counsel for BADC Huntington Communities, LLC. The undersigned, an attorney authorized and licensed to practice law in the State of Florida, has been asked to furnish a title opinion with respect to those lands described above. (All references to recording information in this opinion are to the Public Records of Flagler County, Florida.)

For the purpose of rendering the opinions set forth herein, the undersigned has examined the following:

Title Search Report prepared by Attorneys' Title Fund Services, LLC, File No. 746321 with an Effective Date of June 7, 2019 at 11:00 PM:

See Exhibit "A" attached hereto and incorporated by reference.

Based upon an examination of said title evidence, it is the opinion of the undersigned that the record title to the property is vested in BADC Huntington Communities, LLC, a Florida limited liability company, subject to the following:
MORTGAGES, ASSIGNMENTS AND MODIFICATIONS:

1. Nothing found.

OTHER ENCUMBRANCES AFFECTING THE TITLE


6. Interlocal Agreement between Flagler County and The Hunter's Ridge Community Development District No. 1 recorded in O.R. Book 2017, Page 1732, Public Records of Flagler County, Florida.


(043880-005 : MWATT/LFIGE : 02404215.DOCX; 1)


The foregoing opinion is rendered solely for the purpose of complying with Section 177.041 of the Florida Statutes, and may not be relied upon by, and is not for the benefit of, any person or legal entity other than Flagler County, Florida.

Sincerely,

Mark A. Watts
Mark.Watts@CobbCole.com
Fax (386) 944-7966

cc: BADC Huntington Communities, LLC (via email)
    Randy Hudak, Zev Cohen & Associates (via email)
EXHIBIT A

PROPOSED HUNTINGTON VILLAS PHASE 2-A:
A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 22; THENCE S89°00'00"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, FOR 254.16 FEET; THENCE DEPARTING SAID LINE RUN N34°22'50"W FOR 2,032.52 FEET TO THE SOUTHERLY LINE OF HUNTINGTON WOODS AT HUNTER'S RIDGE - PHASE 1, ASRecorded in Plat Book 37, Pages 65 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING EIGHTEEN (18) COURSES: N63°59'36"E FOR 78.48 FEET; THENCE N79°42'37"E FOR 129.91 FEET; THENCE S51°38'31"E FOR 75.82 FEET; THENCE S65°28'33"E FOR 5.62 FEET; THENCE N43°44'25"E FOR 163.67 FEET; THENCE N20°57'45"W FOR 100.88 FEET; THENCE N74°39'31"W FOR 29.68 FEET; THENCE S75°25'23"W FOR 63.04 FEET; THENCE N30°59'02"W FOR 72.55 FEET; THENCE N29°13'11"W FOR 65.66 FEET; THENCE N04°40'12"E FOR 62.24 FEET; THENCE N07°45'47"E FOR 76.24 FEET; THENCE N04°13'18"W FOR 52.23 FEET; THENCE N28°21'37"E FOR 57.36 FEET; THENCE N86°31'25"E FOR 519.49 FEET; THENCE S03°28'35"E FOR 62.61 FEET; THENCE S44°27'47"E FOR 115.76 FEET; THENCE N86°31'25"E FOR 281.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTER'S RIDGE BOULEVARD (AN 80.00 FOOT WIDE RIGHT OF WAY) AS SHOWN ON AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD, ASRecorded in Plat Book 37, Pages 38 AND 39, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,255.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT (8) COURSES; SOUTHERLY, FROM A RADIAL LINE WHICH BEARS S84°26'09"W, THROUGH A CENTRAL ANGLE OF 27°31'53" FOR A DISTANCE OF 603.04 FEET TO THE POINT OF TANGENCY; THENCE S33°05'44"E FOR 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°03'32" FOR A DISTANCE OF 137.98 FEET TO THE POINT OF TANGENCY; THENCE S26°02'12"E FOR 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°24'34" FOR A DISTANCE OF 118.34 FEET TO THE POINT OF TANGENCY; THENCE S41°26'46"E FOR 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 387.57 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°55'33" FOR A DISTANCE OF 297.13 FEET TO THE POINT OF TANGENCY; THENCE S02°28'47"W FOR 5.68 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S88°22'23"W ALONG SAID SOUTH LINE FOR 721.46 FEET TO THE POINT OF BEGINNING.
December 18, 2019

Gina Lemon, Development Planner III
FLAGLER COUNTY PLANNING & DEVELOPMENT
1769 East Moody Blvd, Bldg 2
Bunnell, FL 32110

RE: HUNTINGTON VILLAS PHASE 2-A Review of Plat

Dear Gina,

The purpose of this letter is to summarize our review of the plat provided to SWA for HUNTINGTON VILLAS PHASE 2-A.

Our review is completed to the best of our ability. The document has been prepared and is in conformance with Chapter 177, Florida Statutes and Flagler County Platting Standards. As a final statement and condition of this summary letter, SWA being the reviewing surveyor of the plat has been paid in full for our services.

If you need additional information or should you have any questions, please do not hesitate to call.

Sincerely,

STEPHENSON, WILCOX & ASSOCIATES, INC. (SWA)

Dan A. Wilcox, FL PSM LS5749
ORDINANCE NO. 2019 - 01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, AMENDING FLAGLER COUNTY ORDINANCE NO. 2008-25, NO. 2013-06, NO. 2015-04, AND NO. 2015-14, AND RATIFYING THE BOARD'S ADOPTION OF ORDINANCE NO. 2019-01; AMENDING AND RESTATING THE HUNTINGTON VILLAS AT HUNTER'S RIDGE DEVELOPMENT AGREEMENT FOR THE HUNTINGTON VILLAS PLANNED UNIT DEVELOPMENT; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BADC Huntington Communities, LLC, the owner of the subject parcel and the applicant for this amendment, submitted Application #3163 for approval of an amended Development Agreement in a Planned Unit Development (PUD) for Huntington Villas for development of a 154-lot single-family residential townhome subdivision on an 90.87 acre parcel described herein; and

WHEREAS, the subject property is part of the Hunter's Ridge Development of Regional Impact (DRI) as initially established through the Amended Final Order and Joint Stipulation recorded at Official Records Book 455, Page 1019 of the Public Records of Flagler County, Florida, and as most recently amended by Resolution No. 2010-61 recorded at Official Records Book 1803, Page 648 of the Public Records of Flagler County, Florida; and

WHEREAS, the Hunter's Ridge DRI established land uses generally, but without the specificity provided by the PUD review and approval process; and

WHEREAS, the owner now desires to amend the Development Agreement in a Planned Unit Development (PUD) for Huntington Townhomes, now referred to as Huntington Villas, as originally adopted through Ordinance No. 2008-25 recorded at Official Records Book 1677, Page 1381 of the Public Records of Flagler County, Florida; and

WHEREAS, on February 12, 2019, the Planning and Development Board reviewed this amended development agreement as part of their regular business and unanimously recommended approval of the request; and

WHEREAS, on March 4, 2019, the Board of County Commissioners held a public hearing on this request and voted to approve the amendment to the Huntington Villas PUD, with the exception that Tract R-1 would remain as it was depicted on the plat recorded at Map Book 38, Page 51, Public Records of Flagler County, Florida; and

WHEREAS, public notice of this action has been provided in accordance with Chapter 125.66, F.S., and Section 2.07.00, Flagler County Land Development Code; and
WHEREAS, the ordinance adopted on March 4, 2019, Ordinance No. 2019-01, amending the Huntington Villas PUD was not timely filed with the Secretary of State, requiring the Board of County Commissioners to ratify its previous action adopting this ordinance to meet the statutory requirements for the filing of an ordinance following adoption by the Board of County Commissioners.

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

Section 1. FINDINGS
A. The Board of County Commissioners, pursuant to Section 3.04.02 of the Flagler County Land Development Code, finds as follows:

1. The proposed amended PUD Development Agreement does not adversely affect the orderly development of Flagler County and complies with applicable Comprehensive Plan goals, objectives and policies; and,

2. The proposed amended PUD Development Agreement will not adversely affect the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

Section 2. ADOPTION OF DEVELOPMENT AGREEMENT
A. The Board of County Commissioners hereby adopts the amended and restated PUD Development Agreement for the Huntington Villas PUD, formerly known as the Huntington Townhomes PUD, attached at Exhibit 1 to this Ordinance.

B. Development within the boundaries of the PUD District as approved shall take place in accord with the Flagler County Land Development Code as may be modified or amended and the PUD Conceptual Site Plan prepared by Zev Cohen and Associates, Inc., and included at Exhibit B to the Development Agreement attached hereto as Exhibit 1 and made a part hereof.

C. The applicant shall signify its acceptance of this Development Agreement by filing for recording into the Public Records of Flagler County, Florida, the attached Agreement with the Clerk of the Circuit Court within thirty (30) days.

Section 3. EFFECTIVE DATE
This Ordinance shall take effect upon Official Acknowledgement by the Secretary of State that the Ordinance has been filed.
PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA THIS 4TH DAY OF MARCH, 2019.

RATIFIED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA THIS 17TH DAY OF JUNE, 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
By: Donald T. O'Brien, Jr., Chair

ATTEST:
By: Tom Bexley, Clerk of the Circuit Court and Comptroller

Approved as to Form:
By: Al Hadeed, County Attorney
Exhibit 1

HUNTINGTON VILLAS AT HUNTER'S RIDGE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1.0 INTRODUCTION

This Amended and Restated Huntington Villas at Hunter's Ridge Development Agreement (Agreement) governs Huntington Villas at Hunter's Ridge (Subdivision) on approximately 80.87 acres of land generally located on both the east and west side of Hunter's Ridge Boulevard and more particularly described in Exhibit "A" hereto (Property). The Property is owned by BADC Huntington Communities, LLC, a Florida Limited Liability Corporation (Owner). For purposes of this Amendment, the Owner's address is 231 N. Woodland Blvd., DeLand, Florida 32720.

2.0 SUBDIVISION DESCRIPTION

2.1 Low Density Single Family Residential. The Subdivision is currently part of the Hunter's Ridge Development of Regional Impact (DRI) and consistent with said DRI, the subject property shall be developed as a multi-family community containing private common areas with entry features and with roadway tracts. The Subdivision shall consist of a maximum of one hundred fifty-four (154) multi-family attached residential units, with a maximum of eight (8) residences attached together, subject to available water and wastewater capacity. The Amended Site Development Plan for Huntington Villas at Hunter's Ridge is generally outlined below and depicted on the PUD Amended Site Development Plan, which is attached as Exhibit "B" hereto (Amended Site Development Plan).

2.2 Temporary Sales and Construction Trailers and Model Homes.

(a) Construction trailers may be permitted on any lot within the Subdivision prior to final plat approval in conjunction with the issuance and continuation of a land development permit. Construction trailers may not remain within the Subdivision following the expiration or completion of a land development permit.

(b) Model homes may be permitted following preliminary plat approval and prior to final plat approval, provided that no Certificate of Occupancy will be issued until final plat approval and recordation, and all required infrastructure is in place and approved for use by the responsible party. A maximum of five of the lots may be used for model homes and a maximum of three model homes may be used as temporary sales centers. Any use of a lot for model home purposes within any section or phase shall terminate and be discontinued following four (4) years after the approval of the first Certificate of Occupancy for a dwelling unit not utilized as a model home within the respective section or phase.

2.3 Common Areas. Common areas (labeled as Tracts on the Amended Site Development Plan) are located throughout the Subdivision and shall include open space, landscape areas, recreation (active and passive), conservation areas, required buffers and retention ponds and may include entrance features. Common areas shall be maintained by the Hunter's Ridge Community Development District No. 1, or Hunter's Ridge Homeowners Association of East Florida, Inc., or Huntington Village Homeowner's
Association, Inc., their successors and assigns. Maintenance responsibilities shall be
designated and accepted at the time of platting through appropriate dedications.

2.4 Variances. Variance requests shall be subject to Flagler County’s variance procedures
as provided for in the Flagler County Land Development Code (FCLDC).

3.0 DEVELOPMENT PLAN

3.1 Plan Overview.

(a) The Amended Site Development Plan, Exhibit "B", depicts the general layout of the
entire development plan. The exact location of structures, lot lines, roadways,
internal landscape buffers, drainage facilities, and other improvements shown on the
Amended Site Development Plan may be modified during the plat(s) review process.

(b) Adjustments to the Amended Site Development Plan are anticipated to occur during
the plat review processes. Revisions that meet the intent and purpose of the DRI
and Flagler County’s Comprehensive Plan and the FCLDC may be approved by the
County Administrator or designee, as long as the substantial integrity of the
Amended Site Development Plan and the development standards contained herein
are maintained. Any modification to the Amended Site Development Plan that
increases the density or types of development or reduces the total amount or type of
open space, or decreases the size of the buffer by more than 5%, shall require the
approval of the Flagler County Board of County Commissioners following the review
and recommendation of the Flagler County Planning and Development Board.

(c) The Subdivision may be developed in multiple phases. All infrastructure necessary
to support each phase of the Subdivision shall be constructed within that phase as a
condition of this Amended Site Development Plan approval. Adequate emergency
vehicle access and turn-arounds shall be provided at all times.

4.0 LAND DEVELOPMENT CODE APPLICABILITY

4.1 Except as otherwise set forth in the DRI and in this Agreement, the FCLDC shall apply
to development of the Property. The requirements of the Hunter’s Ridge DRI shall be
adhered to. The requirements of this Agreement supersede any inconsistent provisions
of the FCLDC or other ordinances of Flagler County.

4.2 Stormwater. Stormwater runoff from the development will be conveyed to on-site storm
water retention systems by means of grassed swales and an underground drainage pipe
system.

4.3 Roadways. Internal access to all residential structures shall be provided by roadway
tracts. Ownership and maintenance responsibility for all roadways within the Property
lies with the Hunter’s Ridge Community Development District No. 1. Internal roadway
tracts shall have a minimum width of fifty (50) feet unless otherwise approved by Flagler
County. Roadway pavement widths shall be a minimum of twenty (20) feet. Six (6)
entrance roads off Hunter’s Ridge Boulevard shall be provided as indicated on Exhibit
“B”. Each applicant for a building permit within the Subdivision is required to pay
applicable transportation impact fees to Flagler County in addition to an assessment fee
by Volusia County equal to Volusia County's impact fee. All roadways in the Amended Site Development Plan to be prepared and approved shall be roadway tracts, but will be subject to a perpetual, non-exclusive public access and this public right shall be reflected on the final plat.

4.4 Landscaping. Efforts to preserve and enhance the existing landscape will be achieved through supplemental landscaping that will blend with the natural vegetation while also accentuating the residential areas, entrances and other common spaces. The Owner shall plant and maintain a minimum of one (1) tree, either live oak, magnolia or other tree referenced in the FCLDC as a shade tree for every dwelling unit constructed. In addition, the Owner shall install one (1) tree per 100 linear feet along all common areas fronting roadways within the development. All reasonable efforts shall be made to preserve existing native oak trees and vegetation on the site. Index tree protection shall comply with the FCLDC. General landscaping around lots, roadways, entrances, residential buildings, and other common areas will be landscaped with native plant materials in accordance with the FCLDC and the Hunter’s Ridge DRI as adopted or amended. All landscape areas will have supplemental irrigation. Flexibility of this Amended Site Development Plan allows for further refinement of site development, landscaping and preservation of existing vegetation. Water wise landscaping shall be used. Reclaimed water is not available for irrigation from the City of Ormond Beach. In accordance with Section 6.4 of the Hunter’s Ridge DRI Development Order, stormwater management ponds will be used as a water source for landscape irrigation as approved by the SJRWMD permits for the Subdivision. If necessary, irrigation wells may be used to replenish surface water sources. In order to efficiently allow for distribution of said water source, the Owner and/or the Huntington Village Homeowner’s Association, Inc., will be permitted to install, maintain, and operate a Master Irrigation Distribution System in lieu of the installation of an Effluent Reuse Distribution System within the public rights-of-way.

4.5 Signage. Huntington Villas at Hunter's Ridge signage shall be designed, constructed and located as reflected in the Amended Site Development Plan and such signs may be lighted (with lighting directed away from traffic), and shall be a maximum of eight feet (8') tall, with a message area no greater than eighty (80) square feet in size for the main entrance. Secondary entrance signs shall not exceed sixteen (16) square feet per sign face and not exceed six feet (6') in height. Signs shall be set back from adjacent roadways sufficient to protect public safety and view angles consistent with provisions in the FCLDC.

4.6 Site Development Requirements. The dimensional requirements within the Subdivision will be as set forth in the table at Section 5.3 below.

4.7 Entry Features. The entrance/exit roads to the Subdivision shall be constructed from Hunter's Ridge Boulevard in the approximate location as shown on the Amended Site Development Plan. Vehicular access shall be designed to accommodate emergency vehicle access at these locations, pursuant to dimensional requirements defined by application of FCLDC.

4.8 Recreation/Amenity Center. A recreational Amenity Center will be constructed as part of the project. The Amenity Center is shown on the attached Amended Site Development Plan and will serve the Huntington Village developments (Huntington
Lakes, Villas and Woods). A system of pedestrian/bicycle paths shall be incorporated into the project as reflected in the attached Amended Site Development Plan. Five foot (5') wide sidewalks will be constructed as shown on the attached Exhibit “C”. All sidewalks shall be installed in front of each lot as the lots are developed. Where required, bicycle paths shall be six and one-half feet (6.5') wide.

4.9 Lighting. Decorative pole-mounted street lighting fixtures shall be provided throughout the Subdivision. Additional landscape lighting may include low-level lighting and occasional accent lighting. The locations of such fixtures shall follow FDOT specifications for roadways and Flagler County requirements, as well as the Hunter’s Ridge DRI requirements.

4.10 Maintenance. Except as otherwise provided for herein, the common areas and other lands that are owned or controlled by the Hunter’s Ridge Community Development District No. 1 will be maintained by the Community Development District, its successors or assigns.

5.0 SITE DEVELOPMENT PLAN

5.1 Plan Overview. The Amended Site Development Plan, Exhibit “B”, depicts the general layout of the Subdivision, including the location of roadway tracts and development areas. All roadway tracts, utilities and stormwater structures shall be constructed within two (2) years from the Owner being authorized to commence construction of said improvements.

5.2 Zoning and Future Land Use Map (FLUM) Category. Flagler County’s Comprehensive Plan designates the Huntington Villas Subdivision as Mixed Use: Low-Intensity Low/Medium Density. The PUD zoning is consistent with this FLUM category.

5.3 Site Development Requirements.

(a) The following table lists the site development requirements that are applicable within the Subdivision. Variances may be granted by Flagler County in accordance with the FCLDC.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot size</td>
<td>3,300 Sq. Ft.</td>
</tr>
<tr>
<td>Minimum lot width</td>
<td>26 feet</td>
</tr>
<tr>
<td>Minimum front setback</td>
<td>20 feet</td>
</tr>
<tr>
<td>Minimum rear setback</td>
<td>10 feet</td>
</tr>
<tr>
<td>Minimum side yard setback</td>
<td>7.5 feet (0 feet interior w/15 feet between buildings)</td>
</tr>
<tr>
<td>Maximum building height</td>
<td>35 feet, except 28 feet for Lots 33-50, as shown on attached Exhibit “B”</td>
</tr>
<tr>
<td>Maximum impervious coverage</td>
<td>85%</td>
</tr>
<tr>
<td>Minimum living area</td>
<td>1,000 Square Feet</td>
</tr>
<tr>
<td>Maximum lot coverage</td>
<td>77%</td>
</tr>
</tbody>
</table>
(b) Minimum finished floor elevation must comply with the FCLDC.

(c) The only items allowed to be placed in the easements by the property owner shall be as permitted by Flagler County. All items placed in the easements, including items permitted by Flagler County, shall be removed and replaced at the sole expense of the property owner in the event access to the easement area is required for the installation, maintenance, repair or removal of easement-related improvements by Flagler County, the Hunter's Ridge Community Development District No. 1, the Hunter's Ridge Homeowners Association of East Florida, Inc., their successors or assigns, or other third party.

(d) As approved by the Board of County Commissioners on May 7, 2018, the following improvements shall be allowed within any drainage easement:

1. Placement of the concrete sidewalk not to exceed three feet (3') in width within the drainage easement from each property.

2. Allow the eave to overhang no more than 2 feet (2') in the drainage easement and three feet (3') into the drainage easement for the doorway/entryway up to a maximum of twenty five feet (25').

5.4 **Emergency Services.** Fire protection requirements for the Subdivision will be met through the use of hydrants installed on the Property by the Owner in accordance with Flagler County standards. The locations of wet hydrants will be shown on the final site construction plans. Secondary emergency access will be provided via easement connection to the Ashford Lakes subdivision, as shown on the Amended Site Development Plan. If an easement is not obtained, secondary emergency access will be provided via a divided median design at the intersection with Hunter's Ridge Boulevard and White Stag Court.

5.5 **Parking.** A minimum of two parking spaces per unit will be provided within driveways with a minimum of eight feet (8') by twenty feet (20') per space, on individual lots. Driveways shall have a minimum side yard setback of five feet (5') with a centerline no closer than forty feet (40') to any roadway tract intersection. Parking shall not be permitted within Subdivision roadway tracts, unless specifically provided for on paved surfaces outside of the twenty foot (20') driving lanes.

5.6 **Conservation Easement.** The Owner shall record the conservation easements over the jurisdictional wetlands within the Subdivision meeting the requirements of Section 704.06, Florida Statutes, to protect the conserved wetlands and upland buffers on the Property. The conservation easements shall be dedicated to the St. Johns River Water Management District (District) or the Florida Department of Environmental Protection (FDEP). The maintenance of the dedicated tract shall be performed by Hunter's Ridge Community Development District No. 1, unless otherwise specified by the District or FDEP.

5.7 **Wetland Buffer.** The Owner shall comply with the District's minimum buffer standards and the Flagler County Comprehensive Plan and the FCLDC, whichever is more restrictive. The buffer areas shall be shown on final plat(s) and shall be maintained in their natural state free of structures. The amount of SJRWMD Jurisdictional Wetlands
will consist of 51.35+/- acres (58.5%). The amount of impacted SJRWMD Jurisdictional Wetlands will be 8.35+/- acres (9.2%)(16.35% of the total wetlands).

5.8 Services. All services for this Subdivision including telephone, electricity, cable television, water, sewer, reuse and storm water management shall be provided by the responsible parties. Said services shall be placed in easements or roadway tracts granted at the time of final plat approval. Water and wastewater service shall be provided by the City of Ormond Beach pursuant to the terms of the Retail Water and Wastewater Service Agreement for the Hunter’s Ridge Development in Flagler County dated 11-16-2009.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]
OWNER'S/APPLICANT'S CONSENT AND COVENANT:

COMES NOW, the Owner on behalf of itself and its successors, assigns and transferees of any nature whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

BADC HUNTINGTON COMMUNITIES, LLC
a Florida limited liability company

By: BADC ASSET MANAGERS, INC.
a Florida corporation

Its: Manager

By:
Name: Howard B. Lefkowitz
Title: Vice President

STATE OF FLORIDA
COUNTY OF:

The foregoing instrument was acknowledged before me this 26th day of March, 2019 by Howard Lefkowitz, Vice President of BADC Asset Managers, Inc., who is personally known to me or has produced a driver's license as identification.

(Seal)

Patricia A. Hall
Notary Public

Patricia A. Hall
Print Name

My commission expires: 9-13-2021
ITEM 19: APPLICATION #2669 – SITE DEVELOPMENT PLAN AND DEVELOPMENT AGREEMENT IN A PLANNED UNIT DEVELOPMENT (PUD) AND APPLICATION #2698 – PRELIMINARY PLAT IN THE PUD DISTRICT FOR HUNTINGTON TOWNHOMES, A PROPOSED 183-LOT SINGLE-FAMILY TOWNHOME RESIDENTIAL SUBDIVISION WITHIN THE HUNTER’S RIDGE DRI. OWNER/DEVELOPER: TP INVESTMENTS LLC; AGENTS: ZEV COHEN AND ASSOCIATES AND SCOTT SIMPSON

The following information was provided by Adam Mengel, Planning and Zoning Director:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM #19

SUBJECT: Application #2669 – Site Development Plan and Development Agreement in a Planned Unit Development (PUD) and Application #2698 – Preliminary Plat in the PUD District for Huntington Townhomes, a proposed 183-lot single-family townhome residential subdivision within the Hunter’s Ridge DRI. Owner/Developer: TP Investments LLC; Agents: Zev Cohen and Associates and Scott Simpson.

DATE OF MEETING: August 18, 2008

OVERVIEW/SUMMARY: The proposed Development Agreement (Attachment #2), PUD Site Development Plan (Attachment #3), and Preliminary Plat (Attachment #8) in a Planned Unit Development (PUD) provides for a subdivision development that will consist of a maximum of 183 residential units on 90.87± acres, with a minimum lot size of 2,400 square feet and minimum lot width of 30 feet.

As presented in the PUD Site Development Plan dated July 18, 2008 and prepared by Zev Cohen & Associates, Inc., the development conforms to the criteria established in the proposed PUD Development Agreement and is consistent with the DRI’s land use designations.

Specific technical requirements are addressed in the Technical Staff Report (Attachment #1) which follows this Cover Memorandum.

BCC review authority: Section 3.04.03, Land Development Code, Site Development Review of a PUD states that “the County Commission shall review the site development plan for conformance with the ordinance (creating the PUD) and the standards and criteria of subsection 3.04.04.”

This agenda item is:

___X___ quasi-judicial, requiring disclosure of ex-parte communication; or

_____ legislative, not requiring formal disclosure of ex-parte communication.

PLANNING BOARD RECOMMENDATION: The Planning Board held public hearings on June 12, 2007 and November 13, 2007 (minutes at Attachment #5) and with a vote of 5-0 and 7-0, respectively, recommended to the Board of County Commissioners approval of Application #2669, Site Development Plan and Development Agreement in the PUD District, and approval of Application #2698,
Preliminary Plat in the PUD District, respectively, subject to resolution of staff comments and additional recommendations from the Planning Board.

PARTIES OF RECORD: The following residents spoke at the June 12, 2007 Planning Board meeting regarding Application #2699:

- Douglas Wenzell, 47 Canterbury Woods, Ormond Beach, spoke about drainage issues, will be worsened with construction.
- Eldon Syens, 43 Canterbury Woods, Ormond Beach, spoke about drainage issues, drainage system is poor.

No public comments were provided at the November 13, 2007 Planning Board meeting regarding Application #2698.

E-mail correspondence was received in July, 2008 from Ric Goss, Planning Director with the City of Ormond Beach regarding resolution of "issues concerning the landscaped buffer, rear yard setbacks and access to the wells".

OPTIONS:
The possible actions for the Commission include:
1. Approve the requested Development Agreement, Site Development Plan, and Preliminary Plat in a PUD; or
2. Deny the requests; or
3. Table the requests until a time certain.

Analysis of options:
- Approval of the requested Development Agreement, Site Development Plan, and Preliminary Plat enables the applicant, subject to conditions and upon receipt of a Flagler County Land Development Permit, to begin construction of the subdivision improvements or submit for final plat approval with a bond for the improvements;
- Denial of the requests would not allow the subdivision to be developed as presented; or
- Tabling the requests would likely be for a specific purpose, typically to permit additional analysis or resolution of issues.

DEPT/CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board: (1) approve Application #2699, Site Development Plan in the PUD District and accompanying Development Agreement, followed by (2) approval of Application #2698, Preliminary Plat in the PUD District, subject to resolution of staff comments and additional conditions including:
August 18, 2008
Regular Meeting

(Item 19 – continued)

1. the applicant continue to work with adjacent residents to help relieve drainage problems (Planning Board recommendation);
2. the applicant strive to work with the City of Ormond Beach to provide access to their wells and convert the existing access road to a buffer landscape area by blocking access to public vehicles (Planning Board recommendation);
3. the applicant is to have landscaping, buffers, and drainage plans available and approved by staff prior to final platting (Planning Board recommendation);
4. total residential units may be limited by the total number of water and sewer connections permitted by the City of Ormond Beach through the adopted temporary agreement (staff condition);
5. obtain a Flagler County Land Development permit prior to commencement of any land development activity (staff condition); and
6. final plat approval to occur only after completion of required interlocal agreements within the Hunter’s Ridge DRI and upon completion and acceptance of legal means of public access (staff condition).

ATTACHMENTS:
1. Technical Staff Report
2. Ordinance and PUD Development Agreement
3. PUD Site Development Plan (Full-size Plan Set)
4. Application – Site Development Plan in a PUD (Application #2669)
5. Excerpt of June 12, 2007 and November 13, 2007 Planning Board meeting minutes
6. Application – Preliminary Plat (Application #2598)
7. Construction Drawings (11” x 17” Format)
8. Plat (Full-size Plan Set)

Adam Mengel, Planning & Zoning Director  Craig M. Coffey, County Administrator

Date  Date
August 18, 2008
Regular Meeting

(Item 19 – continued)

Mr. Mengel gave the presentation on Application #2669 Site Development Plan and Development Agreement and Application #2698 Preliminary Plat in the PUD District for Huntington Townhomes. Staff’s recommendation was for approval subject to resolution of staff comments and additional conditions 1 through 6 as stated in the backup.

Stated the three Planning Board recommendations had been resolved and number 2 was no longer a viable consideration because Ormond Beach wished to maintain the easement where it existed presently.

Chairman O’Connell stated Item 19 was quasi-judicial and asked for disclosures.

There were none.

Commissioner Holland asked for clarification of number 6.

Mr. Mengel stated the Airport Road extension from the east and Hunters Ridge Boulevard from the south were installed but had not received final plat approval by the County. Staff was working with the master developer on resolving the issues related to the final plat and felt that would be brought to the BCC in September for review and approval.

Commissioner Holland asked the County Attorney if he was confident it put the County in an acceptable legal position in regards to the language.

County Attorney Hadeed replied on the County access, yes. The County was protected by the language because it stated “we have to accept the method of access as presented to us.”

Commissioner Holland questioned the emergency services accessibility.

Mr. Mengel replied the route of travel from Rima Ridge would be to travel SR-40 heading east and through Ormond Beach at the south and now it could be accessed through Hunters Ridge Boulevard. Noted he thought the response time was 8 to 10 minutes.

Scott Simpson, attorney for the applicant, stated they accepted all conditions and if the Chairman wanted to change “may” to “shall” that was also fine. Noted they signed the document saying that all conditions must be satisfied and released the County from any liability and if the BCC wanted it to include the access issue, they were in agreement.

Chairman O’Connell requested public comments.

There were no public comments.
(Item 19 – continued)

Mr. Mengel stated in Application #2698 the language from item 18 “subject to available water/waste water capacity” should be considered specific to the site development plan and development agreement application #2669.

Chairman O’Connell requested comments from the applicant.

There were no further comments.

Chairman O’Connell stated he was looking for a motion that included the additional information added to the last two items and the County Attorney’s comments.

A motion was made by Commissioner Hanns to approve #2669 with all of the changes and conditions mentioned in the last items to include staff comments and conditions 1 though 6 and County Attorney additional language “subject to available water and waste water capacity.” Seconded by Commissioner Abbott.

Chairman O’Connell called the question. Motion carried unanimously.

Chairman O’Connell asked for a motion on application #2698 including the words just discussed.

A motion was made by Commissioner Hanns to approve #2698 to include the words just discussed. Seconded by Commissioner Abbott.

County Attorney Hadeed stated to clarify the motion those would be the conditions 1 though 6 in the agenda memo.

Chairman O’Connell requested the wording change made by the County Attorney also be included.

County Attorney Hadeed explained that wording would not apply to the preliminary plat because it had already been adopted.

Chairman O’Connell called the question. Motion carried unanimously.
February 24, 2020

Howard B. Lefkowitz  
Vice President  
BADC Huntington Communities, LLC  
300 Interchange Boulevard, Suite D  
Ormond Beach, FL 32174  
E-mail: howard@badc.us

TRANSMITTED VIA U.S. MAIL AND E-MAIL

Re: Huntington Villas, Phase 2A

Dear Mr. Lefkowitz:

The Ormond Beach Site Plan Review Committee (SPRC) has permitted and inspected the utility improvements for the Huntington Villas, Phase 2A subdivision. On February 21, 2020, the Site Plan Review Committee accepted the utility related subdivision improvements and the one-year maintenance bond. City staff have copied Flagler County staff on this letter to verify that the utilities for the subdivision have been permitted, easements granted, inspected, and accepted by the City of Ormond Beach. If you have any questions, please contact me at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Sincerely,

Steven Spraker, AICP  
Planning Director

visit our website: www.ormondbeach.org
July 24, 2019

Mr. Howard Lefkowitz
300 Interchange Communities, LLC
Suite 200
Ormond Beach, FL 32174

Re: Huntington Villa Phase 2A & 2B
Parcel # - 22-14-31-0000-01010-0040

Dear Mr. Lefkowitz,

We have received your Concurrency Application for Letter of No Impact with check # 2209 in the amount of $100.00.

It is our understanding that Huntington Villa – Phase 2A & 2B is an age restricted development. Therefore, will not generate students. According to our Concurrency Interlocal Agreement Section 14 (b) 6, with Flagler County we confirm that this is exempt from School Concurrency. If the site does not remain age restricted a new application for School Capacity must be submitted.

Please let me know if you have any further questions. I can be reached at (386) 586-5192 or by email: freemand@flaglerschools.com.

Regards,

[Signature]
Dave Freeman
Director of Plant Services

Cc: Kristy Gavin, Flagler Schools Attorney
    Adam Mengel, Flagler County Planner

"An Equal Opportunity Employer"
MAINTENANCE GUARANTEE AGREEMENT

This Maintenance Guarantee Agreement (the "Agreement") is made and entered into this _____ day of ____________, 2020 (the "Effective Date"), by and between:

HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT NO. 1, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), whose mailing address is c/o Wrathell Hunt & Associates, LLC, 6131 Lyons Road, Coconut Creek, FL 33073 (the "District"); and

FLAGLER COUNTY, a political subdivision of the State of Florida, whose mailing address is 1769 E Moody Blvd, Bldg #2, Bunnell, FL 32110 (the "County").

RECITALS

WHEREAS, the District was established by Ordinance No. 2014-01 enacted by the Board of County Commissioners of the County of Flagler, Florida (the "County"), on April 21, 2014 for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has accepted or plans to accept maintenance obligations associated with certain public improvements to be dedicated to the District, as illustrated on the Huntington Villas Phase 2-A Plat, which is the subject of Development Application # 3181 (the "Plat"); and

WHEREAS, The District is authorized by Chapter 190, Florida Statutes, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects as contemplated by the Plat; and

WHEREAS, the District will impose special assessments on the lands within the District to secure financing for the acquisition, operation, maintenance and construction of the certain improvements and right-of-way illustrated on the Plat; and

WHEREAS, the County's Land Development Code, Section 4.05.03, expresses the County's desire that the parties hereto enter into an Agreement to guarantee the continued maintenance of the public improvements shown on the Plat; and

WHEREAS, the parties agree that the District shall maintain the public improvements shown on the Plat at their sole cost.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:
1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. MAINTENANCE OF PUBLIC IMPROVEMENTS. Subject to the approval of the Board of Supervisors of the District, the District shall impose Special Assessments within the District, the proceeds of which will be used to finance the maintenance of the public improvements illustrated on the Huntington Villas Phase 2-A Plat. The public improvements shall be maintained in good, clean, safe condition and repair, free from defects that may pose a risk of damage to property, including property of other persons and Governmental Agencies authorized to locate their facilities within the public right-of-way, or a risk or bodily injury or death to any person.

3. DISTRICT'S SOLE COST. The maintenance activities referenced herein, and any repair, relocation, or removal required, will be at the District’s sole cost, and without recourse to the County. Nothing herein will be deemed to prohibit the District from seeking recovery directly from a utility provider, however, where the need for maintenance is due to the provider’s negligence in performing such work.

4. ENFORCEMENT. The County may seek specific performance of this Agreement and/or bring an action for damages in a court within Flagler County, Florida, if this Agreement is breached by the District. In the event that enforcement of this Agreement by the County becomes necessary, and the County is successful in such enforcement, the District shall be responsible for the payment of all of the County’s costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. In the event of an injunction action, the District waives any requirement for the County to post a bond.

5. DURATION. Unless all necessary parties hereto otherwise agree, this Agreement will continue until perpetuity.

6. LAW GOVERNING; VENUE. This Agreement will be governed by the laws of the state of Florida without regard to any choice of law principles that could result in application of the laws of any other jurisdiction. Jurisdiction and venue for any legal action or proceeding arising out of this Agreement will be exclusively in the Circuit Court for the Seventh Judicial Circuit in and for Flagler County. The Parties hereby waive any right to stay or dismiss any action or proceeding brought under or in connection with the Agreement that is brought before the above-referenced court on the basis of forum non-conveniens.

7. ENTIRE AGREEMENT; AMENDMENTS. This Agreement supersedes all previous agreements or representations, either verbal or written, if any, heretofore in effect between the District and County. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing, with the same level of formality as the original approval of this Agreement.

043787-001 : MWATT/MWATT : 4110029.DOCX; 1
IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 4th day of June, 2020, by Howard Lefkowitz as Chair of the Board of Supervisors for HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT NO. 1, who is personally known and/or produced ______________ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Lynne G. Figenscher
Commission # GG 330766
Expires May 5, 2023
Bonded Thru Troy Fire Insurance 800-385-7019
Notary Public Commission:

Lynne G. Figenscher

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 4th day of June, 2020, by Patricia A. Hall as Secretary/Assistant Secretary of the Board of Supervisors for HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT NO. 1, who is personally known and/or produced ______________ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Lynne G. Figenscher
Commission # GG 330766
Expires May 5, 2023
Bonded Thru Troy Fire Insurance 800-385-7019
Notary Public Commission
Attest: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Tom Bexley, Clerk of the Circuit Court and Comptroller

By: David C. Sullivan, Chair

____ day of ______________, 2020

STATE OF FLORIDA
COUNTY OF ______________

The foregoing instrument was acknowledged before me this ____ day of ______________, 2020, by David C. Sullivan, as Chair of the Flagler County Board of County Commissioners, who is personally known and/or produced ______________ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission:

STATE OF FLORIDA
COUNTY OF ______________

The foregoing instrument was acknowledged before me this ____ day of ______________, 2020, by Tom Bexley as Clerk of the Circuit Court and Comptroller for Flagler County, who is personally known and/or produced ______________ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission

Approved as to Form:

Al Hadeed, County Attorney