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: Flagler County Leadership Graduation
   4b) Proclamations: Purple Heart Day – August 7, 2020
   4c) Presentations:
       1) Emergency Management Update (Presented by Jonathan Lord, Emergency Management Director)
       2) CARES Act Funds Update (Presented by E. John Brower, Financial Services Director)
       3) Espanola Schoolhouse Added to the National Register of Historic Places (Presented by Randy Jaye)

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

6. Consent: Constitutional Officers:
   Clerk:
   6a) Bills and Related Reports: Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
       1) Revenue Collected for June 2020
       2) Disbursement Report for Week Ending July 3, 2020
       3) Disbursement Report for Week Ending July 10, 2020
   6b) Approval of Board Meeting Minutes: Request the Board approve the minutes from the following Meetings:
       1) July 13, 2020 Special 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 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) Resolution Supporting Flagler Central Commerce Parkway: Request the Board approve a resolution support Flagler Central Commerce Parkway. *(Submitted by Jerry Cameron, County Administrator)*

7-d) Consideration of the Final Ranking and Contract Award for Request for Proposals (RFP) 20-050P – Debris Monitoring – Cooperative Procurement: Request the Board approve Solicitation Award 20-050P to Eisman & Russo, Inc., TetraTech, Inc. and Thompson Consulting Services LLC for an initial three (3) year term, with the option to renew for an additional two (2) one (1) year terms if mutually agreed on by both parties at least 30 days prior to contract expiration and authorize the Chair to execute the agreement as approved to form by the County Attorney. *(Submitted by Holly Durrance, Purchasing Manager)*

7-e) Consideration of the Final Ranking and Contract Award for Request for Proposals (RFP) 20-048P – Financial Recovery Consulting Services – Cooperative Procurement: Request the Board approve Solicitation Award 20-048P to Ardurra Group, Inc. and Innovative Emergency Management, Inc., for an initial three (3) year term, with the option to renew for an additional two (2) one (1) year terms if mutually agreed on by both parties at least 30 days prior to contract expiration and authorize the Chair to execute the agreement as approved to form by the County Attorney. *(Submitted by Holly Durrance, Purchasing Manager)*

7-f) Consideration of the Final Ranking and Contract Award for Request for Proposals (RFP) 20-051P – Remediation Services – Cooperative Procurement: Request the Board approve Solicitation Award to Hydradry, Inc. and United Restoration of FL, LLC, for an initial three (3) year term, with the option to renew for an additional two (2) one (1) year terms if mutually agreed on by both parties at least 30 days prior to contract expiration and authorize the Chair to execute the agreement as approved to form by the County Attorney. *(Submitted by Holly Durrance, Purchasing Manager)*

7-g) Consideration of Request for Qualifications RSQ-2034Q, for Professional Services for CEI of Graham Swamp Trail and Pedestrian Bridge over State Road 100 to England, Thims & Miller, Inc.: Request the Board approve Request for Statement of Qualifications award for 20-034Q, Professional Services for CEI of Graham Swamp Trail and Pedestrian Bridge over State Road 100 to England, Thims & Miller, Inc. Authorize staff to negotiate a contract with England, Thims & Miller, Inc. and authorize the Chair to execute a contract as approved to form by the County Attorney and approved by the County Administrator. *(Submitted by Holly Durrance, Purchasing Manager)*

7-h) Consideration of Approval of a Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Flagler County for the Construction and Construction Engineering and Inspection (CEI) Services for Graham Swamp Multi-Use Trail and Pedestrian Bridge from Lehigh Trail to State Road 100 (SR 100) in the Amount of $9,137,974.00; FDOT Financial Project No. 438635-1-58/68-01: Request the Board approve the FDOT LAP Agreement in the amount of $9,137,974.00 and adopt the Resolution authorizing the Chairman to execute the Agreement; authorize County Administrator to execute any supplemental amendments, change orders or other project related documents for any contingency within the overall
7-i) **CARES Act Local Government Funding Interlocal Agreements**: Request the Board authorize the Chair execute the Interlocal Agreements Related to the CARES Act Funding Distribution with the City of Flagler Beach, City of Bunnell, Flagler County Sheriff’s Office, and the Florida Department of Health-Flagler as approved to form by the County Attorney. (Submitted by Jonathan Lord, Emergency Management Director)

7-j) **Allocation of CARES Act Public Health and Social Services Emergency Funds in the Amount of $84,529.51**: Request the Board approve and accept Allocation of CARES Act Public Health and Social Services Emergency Funds in the Amount of $84,529.51. (Submitted by Joe King, Deputy Fire Chief)

7-k) **Hunter’s Ridge Conservation Area Borrow Pit Agreement**: The Board: 1) authorize the Chairman to sign the letter agreement and the Second Amendment to the Conservation Park Area Agreement; and 2) accept the $10,000 payment. (Submitted by Adam Mengel, Planning Director)

7-l) **Consideration of Flagler County Contract No. 19-008Q, which establishes the Scope of Services and Compensation for GAI Consultants, Inc. for Construction Administration Services during the Rehabilitation of Runway 6-24 for the Flagler Executive Airport in the Amount of $402,550.00**: Request the Board approve the Flagler County Contract No. 19-008Q for GAI Consultants, Inc. 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) **Consideration of the Agreement for Construction of Runway 6-24 Rehabilitation, which establishes the Scope of Services and Compensation for Halifax Paving, Inc. for the Construction Services to Rehabilitation of Runway 6-24 for the Flagler Executive Airport in the Amount of $8,139,652.24**: Request the Board approve the Agreement for Construction of Runway 6-24 Rehabilitation for Halifax Paving, Inc. 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-n) **Consideration of Work Authorization No. WA-5, which establishes the Scope of Services and Compensation for Hoyle, Tanner & Associates, Inc. under Flagler County Contract RSQ 18-026Q to conduct Construction Observation Services during the Rehabilitation of Runway 6-24 for the Flagler Executive Airport in the Amount of $202,400**: Request the Board approve the Work Authorization No. WA-5 under Flagler County Contract RSQ #18-026Q for Hoyle, Tanner & Associates, Inc., 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-o) **Consideration of a Space/Use Agreement between Flagler County and the Department of Health – Flagler for Office Space in a County facility located at 120 Airport Road, Suite 2, Flagler Executive Airport**: Request the Board approve the Space/Use Agreement for the County facility located at 120 Airport Road, Suite 2, Flagler
Executive Airport to the Department of Health-Flagler. *(Submitted by Roy Sieger, Airport Director)*

7-p) **Consideration of a Grant Year (GY) 2020-21 Contract #Z020-FCBCC, Alzheimer’s Disease Initiative (ADI) between Northeast Florida Area Agency on Aging, d/b/a ElderSource, and Flagler County Board of County Commissioners in the Amount of $141,096.29:** Request the Board approve the ADI contract in the amount of $141,096.29 between Flagler County and ElderSource and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said contract, including any amendments approved as to form by the County Attorney. *(Submitted by Joyce Bishop, Health and Human Services Director)*

7-q) **Consideration of Grant Year 2020-21 Contract #C020FCBCC, Community Care for the Elderly between Northeast Florida Area Agency on Aging, d/b/a ElderSource, and Flagler County Board of County Commissioners in the Amount of $192,667.00:** Request the Board approve the CCE Contract in the amount of $192,667.00 between Flagler County and ElderSource and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said contract, including any amendments approved as to form by the County Attorney. *(Submitted by Joyce Bishop, Health and Human Services Director)*

7-r) **Consideration of Coronavirus Relief Fund (CRF) Subrecipient Agreement between Florida Housing Finance Corporation and Flagler County Board of County Commissioners as part of the State Housing Initiatives Partnership (SHIP) Program in the Amount of $440,765.00:** Request the Board approve the CRF Subrecipient Agreement in the amount of $440,765 between Flagler County and Florida Housing Finance Corporation 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. *(Submitted by Joyce Bishop, Health and Human Services Director)*

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

8-a) **FY 21 Tentative Budget – Annual Discussion with Constitutional Officers:** Request the Board have a budget discussion with any of the Constitutional Officers that have chosen to appear before you for this purpose. *(Submitted by E. John Brower, Financial Services Director)*

8-b) **Consideration of a Purchase Agreement for Land along Commerce Parkway of Approximately +/-4.8 Acres of Land Adjacent to the Government Services Complex to be used for a Public Library:** Request the Board approve the purchase agreement for the Bunnell Library parcel and authorize the County Administrator to execute any instruments necessary to effectuate the purchase, as approved to legal form by the County Attorney. Additionally, request the Board include a motion stating that if the Property is sold revenue will be returned to the Library Passport Revenue account. *(Submitted by Tim Telfer, Resiliency and Resource Stewardship Manager)*

8-c) **Potential Future Visitor and Business Location Discussion** *(Submitted by Amy Lukasik, Tourism 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.

   In accordance with the Americans with Disabilities Act, persons needing assistance to participate in this meeting should contact the (386) 313-4001 at least 48 hours prior to the meeting.
A PROCLAMATION OF
THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING AUGUST 7, 2020 AS
“PURPLE HEART DAY” IN FLAGLER COUNTY

WHEREAS, the original Purple Heart, known as the Badge of Military Merit, is the oldest American military decoration in the world; and

WHEREAS, the Purple Heart was established by General George Washington at Newburgh, New York on August 7, 1782 during the Revolutionary War as an incentive to the Continental Army and it was the first award made available to the common soldier to recognize outstanding valor or merit; and

WHEREAS, following nearly 150 years of disuse, the Purple Heart was reestablished by United States President Herbert Hoover per War Department General Order No. 3, dated February 22, 1932; and

WHEREAS, the Purple Heart has been awarded to approximately 1.7 million military members of the U.S. Armed Forces who were wounded by an instrument of war in the hands of the enemy and posthumously to the next of kin in the name of those who were killed in action or died from wounds received in action; and

WHEREAS, there have been many former Flagler County residents who have paid the ultimate sacrifice in giving their lives in the cause of freedom, and there are numerous combat-wounded veterans residing in Flagler County; and as Purple Heart recipients that contribute to their community in countless way.

NOW, THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim August 7, 2020 as “Purple Heart Day” and recognize August 2020 as “Purple Heart Month” in Flagler County.

Adopted this 3rd day of August, 2020.

Attest:    Flagler County Board of
          County Commissioners

______________________    _______________
Tom Bexley, Clerk of the  David C. Sullivan
Circuit Court and Comptroller  Chair
REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of **June 2020**
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

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Clerk of Court:

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Flagler County Sheriffs Office                               | 2,873.65| 73274 |
FL Dept of Economic Opportunity                               | -       | 0     |
FL Dept of Labor and Employment Security                      | -       | 0     |
City of Bunnell                                              | 1,653.26| 73260 |
City of Flagler Beach                                        | 640.34  | 73261 |
City of Palm Coast                                           | 4,764.93| 73262 |

Filing Fees & Court Costs                                    | 51,130.31| EFT*  |

| Indigent Criminal Defense TF | 2,869.79 |
| Child Welfare Training TF    | 150.00   |
| Displaced Homemaker TF       |          |
| Domestic Violence TF         | 1,650.00 |
| State General Revenue Fund   | 2,835.00 |
| State Courts Revenue TF      | 26,895.00|
| Court Education TF           | 1,260.00 |
| Dept of Financial Svcs Admin TF| 769.50  |
| Clerks of the Court TF       | -       |
| Ch 2008-111, Laws of FL      | 14,701.02|

DOR - Child Support Fees                                      | 477.53  | EFT*  |
Non IV-D, SDU Cases                                           | 477.53  |
REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of June, 2020
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

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<tr>
<th>Category</th>
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*G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated.*
## Invoices Processed for week ending 07/03/2020

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* G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated

Page 3
## Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

**Invoices Processed for week ending 07/03/2020**

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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

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*?* G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
## Disbursement Report

Date: 07/09/2020

**Invoices Processed for week ending 07/03/2020**

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"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
## Invoices Processed for week ending 07/03/2020

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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 07/03/2020

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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 07/10/2020

Date: 07/16/2020

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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 07/10/2020**

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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*
### Invoices Processed for week ending 07/10/2020

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

### Invoices Processed for week ending 07/10/2020

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Invoices Processed for week ending 07/10/2020

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*?* G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
Invoices Processed for week ending 07/10/2020

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Total 1,745,918.61

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

JULY 13, 2020

SPECIAL MEETING – FGUA

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 Deb Jenkins

Chair Sullivan called the meeting to order at approximately 2:00 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 2 – CHAIR COMMENTS

Chair Sullivan referred to Jerry Cameron, County Administrator, to present.
ITEM 3 – PRESENTATION AND APPROVAL OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY (FGUA)

The following was submitted by Jerry Cameron, County Administrator:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING AGENDA ITEM 3

SUBJECT: Presentation and Approval of the Florida Governmental Utility Authority (FGUA) Agreements.

DATE OF MEETING: July 13, 2020

OVERVIEW/SUMMARY: This special meeting is to consider the sale and transfer to the Florida Governmental Utility Authority (FGUA) of Flagler County’s utility assets that presently serve the Ponce Inlet area. This matter has been under consideration for a substantial time as the parties have moved forward.

Attached to this agenda memo are the following:

Purchase and Sale Agreement. This outlines the terms and conditions of the transaction. It is effective upon approval of both parties. The FGUA is scheduled to take it up on July 16th at its own publically noticed meeting.

Utility Acquisition Interlocal. This Interlocal sets out the specific agreement between the parties with regard to the FGUA’s eventual operation of the utility facilities in the County, including the repurchase right of the County. This Interlocal is not effective until closing of the transaction which is expected to be in either September or October.

Flagler County Resolution to Join the FGUA. After the acquisition by FGUA, Flagler County gains a seat on the governing board of the FGUA. It may not be an elected official. The Resolution proposes that the County Administrator or the Administrator’s designee be the board member.

Associated with the resolution is the signature page for the FGUA’s First Amended and Restated Interlocal Agreement establishing the FGUA. This Resolution is effective upon acceptance by the FGUA Board. The First Amended and Restated Interlocal Agreement establishing the FGUA is an attachment to this Resolution.

Florida Department of Environmental Protection – Facility Plan Acceptance Letter for FGUA’s Business and Capital Financing Plan, July 8, 2020. FGUA submitted its plans for the proposed purchase and acquisition of the County’s utility assets, including a request for loan funding. The Department approved the submittal and the FGUA plan and request on a priority list to be heard on August 12, 2020 by the Department.

The FGUA’s Memorandum from its System Manager. This memorandum summarizes the situation and the challenges faced by the County and identifies in summary form what FGUA can do in its stewardship of the County’s utility’s operations.

Flagler County Resolution Finding Public Interest in Sale and Transfer and Authorizing Execution of Transaction Documents. This Resolution is the product of the public meeting making the requisite findings and authorizing proceeding to pursue and complete the transactions.

DEPARTMENT CONTACT: Jerry Cameron, County Administrator 386-315-4001

RECOMMENDATION: Consider the merits of the proposed transaction and determine if it is in the public interest and consider approving the transaction documents necessary to effectuate the transfer to FGUA.

2. Utility Acquisition of Interlocal Agreement
3. Flagler County Resolution to Join FGUA Board of Directors
4. FDEP – Facility Plan Acceptance Letter
5. FGUA Memo from System Manager
6. County Resolution Finding Public Interest and Authorizing Execution of Transaction Documents.
(Item 3 – continued)

County Administrator Cameron, gave a brief history of the Plantation Bay water issues. Stated he had full confidence that FGUA was the answer to having a utility that provided reliable and continuous service to the residents. Referred to Mr. Hadeed to present the sequence of how this would happen.

County Attorney Hadeed stated this was a proposed transaction which conveyed all of the County’s utility assets, water, wastewater, and reuse facilities to FGUA. Advised the BCC on the following considerations; the current balance sheet, the finances of the current utility operations, the current condition of the facilities, the impacts that would be beneficial to the customers and that FGUA was willing to make the additional investments needed to provide adequate service. Advised FGUA had submitted its plans for the proposed purchase and acquisition to the FDEP to get on that funding list and had been notified it was on the priority list that would be heard on August 12 by the department. Reviewed documents presented to the BCC and noted had not received negative comments from Volusia County or Beverly Beach.

Kevin Grace, FGUA Assistant Manager, commended the County Administration and County Attorney. Commented the system was more stable than a year or so ago, but there was still a lot to be done and there was a plan to address all the issues under the FGUA ownership. Stated approval was an important step in getting the SRF loans, and assuming approval, anticipated a closing sometime mid to late October. Stated FGUA had been acquiring utilities since 1999 and demonstrated capabilities to have high quality, cost effect services; FGUA had utilities in about 13 counties with approximately 120,000 customer connections. Stated FGUA had been involved with Flagler County for a long time on this and looked forward to being a partner with the County going forward.

Chair Sullivan asked him to speak about a recent issue with one of the wells.

Mr. Grace replied there was a mechanical equipment issue where a pump fell down the well and blocked it reducing the capacity of the well.

Brad Labella, U.S. Water Services, explained Well #1 was scheduled to be replaced but unfortunately failed before USWS got out to fix it. Stated they were able to restore about 50% of the flow and the replacement well and been drilled and completed. Advised at no point did bacteria make it through the treatment plant, but by rule had to issue the boil water notice. Explained the plan was to continue running the existing well at 50% and bring the new well online, essentially making it 150% from the same water source, which was the best water.

Commissioner Ericksen asked was there an idea of how much the builder planned on expanding.

Mr. Grace replied FGUA would plan with the developers on whatever was coming down the pike to look for expanding the supply of water or plant on a reasonable basis. Stated he anticipated they would be able to do this on a conscious planned approach.
(Item 3 – continued)

A motion was made by Commissioner Hansen to approve the agreement with FGUA to take over the utilities. Seconded by Commissioner Ericksen.

Chair Sullivan requested public comment.

Jane Gentile Youd, Plantation Bay, commended Jerry Cameron. Expressed concern the users did not get a copy of the contract to read to know what the terms were and requested the contract be placed on the County’s website. Asked if the rates were going up and opposed any further wastewater permits be given to ICI.

There was no other public comment.

County Administrator Cameron replied there were last minute changes being made that kept it from being posted with other items but would get it out today. Replied there was a provision that the rates would remain the same for two years as a condition of the contract.

Commissioner Hansen inquired about the impact fees.

Mr. Grace replied there was an impact fee, but once FGUA acquired the system it would essentially adopt the County’s rates, including the impact. Explained there was a provision in the agreement that allowed the County to receive a portion of that for a period of time.

Commissioner Mullins spoke in favor and commended the County Administrator and staff.

County Attorney Hadeed advised there were a number of agreements presented for approval: Purchase and Sale Agreement, Utility Interlocal Agreement with FGUA and Interlocal Agreement whereby a designee of the BCC would sit on the FGUA board, which was drafted as identifying the County Administrator as the designee. Advised all three were necessary for the transaction and to restate the motion accordingly.

A motion was made by Commissioner Hansen to approve the transaction documents to include the Purchase and Sale Agreement, the Utility Interlocal Agreement and the Interlocal Agreement which specified the Flagler County had a seat on the FGUA board. Seconded by Commissioner Ericksen.

Chair Sullivan called the question. Motion carried unanimously.
ADJOURNMENT

A motion was made by Commissioner Hansen to adjourn at 2:24 p.m. Seconded by Commissioner O’Brien.

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: August 3, 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, 07/14/2020
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 07/21/2020
PROCLAMATION EXTENDING STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

July 14, 2020

WHEREAS, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County’s Emergency Management Director, the Sheriff, and the County Administrator, 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 exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, exacerbating the vulnerability of adjoining homes and businesses; 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, including:
i.) the installation of a seawall in Painters Hill to prevent the collapse of homes onto the beach;

ii.) the construction and vegetating of an emergency protective berm along 12 miles of the dunes in unincorporated Flagler County and in the incorporated communities of Marineland and Beverly Beach;

iii.) the repair of dune crossovers and the installation of specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic;

iv.) the issuance of Emergency Orders 2018-02 and 2018-03, prohibiting driving or parking of vehicles on the beaches and dunes and prohibiting the traversing of the dunes and emergency protective berm by pedestrians and equestrian riders except at designated access points; and

WHEREAS, in culmination of these extraordinary efforts, the County is now endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and

WHEREAS, in order to validate the use of public resources to make emergency dune repairs and to construct beach access points, as well as to guarantee the public’s right to access and utilize the beaches of the County, 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; 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 14th day of July 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)

July 21, 2020

WHEREAS, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County’s Emergency Management Director, the Sheriff, and the County Administrator, 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 exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, exacerbating the vulnerability of adjoining homes and businesses; 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

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i.) the installation of a seawall in Painters Hill to prevent the collapse of homes onto the beach;  
ii.) the construction and vegetating of an emergency protective berm along 12 miles of the dunes in unincorporated Flagler County and in the incorporated communities of Marineland and Beverly Beach;  
iii.) the repair of dune crossovers and the installation of specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic;  
iv.) the issuance of Emergency Orders 2018-02 and 2018-03, prohibiting driving or parking of vehicles on the beaches and dunes and prohibiting the traversing of the dunes and emergency protective berm by pedestrians and equestrian riders except at designated access points; and  

WHEREAS, in culmination of these extraordinary efforts, the County is now endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and  

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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 21st day of July 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)

July 28, 2020

WHEREAS, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County’s Emergency Management Director, the Sheriff, and the County Administrator, 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 exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, exacerbating the vulnerability of adjoining homes and businesses; 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

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WHEREAS, in culmination of these extraordinary efforts, the County is now endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and

WHEREAS, in order to validate the use of public resources to make emergency dune repairs and to construct beach access points, as well as to guarantee the public’s right to access and utilize the beaches of the County, 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; 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

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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 28th day of July 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: August 3, 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:
2. Proclamation Extending State of Local Emergency – COVID-19, 07/20/2020
4. Proclamation Extending State of Local Emergency – COVID-19, 08/03/2020
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(COVID-19)

Effective July 13, 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 13th day of July 2020.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

David C. Sullivan, Chair

CONCURRENCE:

Jerry Cameron
County Administrator

APPROVED AS TO FORM:

Jonathan Lord,
Emergency Management Director

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

Effective July 20, 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 20th day of July 2020.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

David C. Sullivan, Chair

CONCURRENCE:

Jerry Cameron
County Administrator

APPROVED AS TO FORM:

Jonathan Lord,
Emergency Management Director

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

Effective July 27, 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 27th day of July 2020.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

David C. Sullivan, Chair

CONCURRENCE:

Jerry Cameron
County Administrator

APPROVED AS TO FORM:

Jonathan Lord,
Emergency Management Director

Al Hadeed, County Attorney
SUBJECT: Resolution Supporting Flagler Central Commerce Parkway.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: Staff is presenting a resolution in support of the pursuit of funding opportunities for the construction of Flagler Central Commerce Parkway (FCCP) in order to provide enhanced County services to our ever-growing pollution. The FCCP will also allow for economic development of the corridor and provide a vehicular bypass around the center of Bunnell. The City of Bunnell signed a similar resolution at their July 27, 2020 Commission meeting as well.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Administration, Jerry Cameron (386) 313-4001

RECOMMENDATION: Request the Board approve a resolution support Flagler Central Commerce Parkway.

ATTACHMENTS:
1. Resolution
RESOLUTION 2020 - ____

A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, SUPPORTING FLAGLER COUNTY AND THE CITY OF BUNNELL IN ALL EFFORTS TO ENHANCE THE PRIORITY OF CONSTRUCTION OF THE FLAGLER CENTRAL COMMERCE PARKWAY IN LOCAL TRANSPORTATION PLANNING AND TO PURSUE ALL AVENUES TO SEEK FUNDING FOR CONSTRUCTION OF THE FLAGLER COMMERCE PARKWAY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell (City) is the County Seat for Flagler County; and

WHEREAS, in recent years, the Flagler County Board of County Commissioners (County or Flagler County) has acquired, or is in the process of acquiring, land adjacent to the Flagler Central Commerce Parkway (FCCP) in order to develop new governmental services facilities, including a new Sheriff’s Operations Center and a branch library, to assist in providing enhanced services to our ever-growing population; and

WHEREAS, in the area of State Road 100 and U.S. Highway 1, the City has identified a community redevelopment area (CRA) in order to target funds to relieve economic and transportation blight in accordance with the community redevelopment plan; and

WHEREAS, hundreds of acres are located near the County facilities and in the City's CRA, between US Highway 1 and State Road 100, that are generally inaccessible by vehicle due to the lack of roadways and infrastructure; and

WHEREAS, in order to relieve economic and transportation blight in the CRA, encourage responsible development of the area around the County facilities, and in order to provide an alternative for vehicular travel from State Road 100 to US Highway 1, the City Commission has designed plans to develop the Flagler Central Commerce Parkway (FCCP) with land and right of way that has been donated to and accepted by the City; and

WHEREAS, in order to fund construction of the FCCP, the City will need support from the area transportation planning organization, the District 5 office of the Florida Department of Transportation, Flagler County, and all state and local elected officials in the Flagler County delegation; and
WHEREAS, Flagler County has determined that there are important public purposes for supporting appropriation of public funds and for seeking other grants to provide funding for the construction of the FCCP.

NOW, THEREFORE, BE IT RESOLVED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

SECTION 1. Support Funding.
Flagler County hereby supports all efforts of the staff of the County and City to enhance the priority in the local transportation plan for the construction of all or part of the FCCP, in seeking funding from the Florida Legislature, and in applying for other funding assistance, including other technical assistance grant opportunities, to accumulate the necessary funding for the construction of FCCP. The County will take all steps necessary to support construction of the FCCP, including but not limited to, requesting that the Legislature appropriate funds in the state budget to construct the FCCP, and will, to the fullest extent possible, support construction of the FCCP due to its importance in community planning and economic development for Flagler County and the City of Bunnell.

SECTION 2. Effective Date.
This Resolution shall become effective immediately upon passage and adoption.

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
SUBJECT: Consideration of the Final Ranking and Contract Award for Request for Proposals (RFP) 20-050P – Debris Monitoring – Cooperative Procurement.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: A Request for Proposals (RFP) for Disaster Debris Removal Services was headed by Flagler County Purchasing Department, and completed in conjunction with The City of Bunnell, The City of Flagler Beach, The Town of Beverly Beach and the Township of Marineland, to provide financial recovery services in the event of a Hurricane or other unforeseen natural disaster. This solicitation was advertised regionally in the Daytona News Journal, publicly broadcast on www.myvendorlink.com and sent to the Orlando MBDA Center to for further exposure.

On Wednesday, July 1, 2020, the County received six (6) responses as detailed on the attached tabulation sheet. The evaluation committee meeting was held on Tuesday, July 28, 2020 via ZOOM to rank and shortlist the proposals. Staff recommends awarding to the top three firms, who each demonstrated the capability needed to perform the work through their proposals. By awarding multiple contracts, Flagler County will have the ability to utilize each of these vendors in the event of a major disaster. Upon Board Approval, each municipality will have the option of entering into their own separate contracts with each contractor.

FUNDING INFORMATION: Funding will be identified and appropriated with each Flagler County Board of County Commissioner contract.

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

RECOMMENDATION: Request the Board approve Solicitation Award 20-050P to Eisman & Russo, Inc., TetraTech, Inc. and Thompson Consulting Services LLC or an initial three (3) year term, with the option to renew for two (2) additional, one (1) year terms if mutually agreed on by both parties at least 30 days prior to contract expiration and authorize the Chair to execute the agreement as approved to form by the County Attorney.

ATTACHMENTS:
1. Tabulation
2. Final Committee Ranking
3. Contracts
### FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**RFP TABULATION**

ALL PROPOSALS ACCEPTED BY FLAGLER COUNTY ARE SUBJECT TO THE COUNTY’S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RESPONSES FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

20-050P - Debris Monitoring - Cooperative Procurement  
Wednesday July 1, 2020 at 12:00pm

<table>
<thead>
<tr>
<th>Firms</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Brenco Emergency Management Consulting, LLC</td>
<td>3030 Fourth Street Marianna, FL 32446</td>
</tr>
<tr>
<td>DebrisTech LLC.</td>
<td>925 Goodyear Blvd. Picayune, MS 39466</td>
</tr>
<tr>
<td>Eisman &amp; Russo, Inc.</td>
<td>6455 Powers Avenue Jacksonville, FL 32217</td>
</tr>
<tr>
<td>TetraTech Inc.</td>
<td>2301 Lucien Way, Suite 210 Maitland, FL 32751</td>
</tr>
<tr>
<td>Thompson Consulting Services</td>
<td>1135 Townpark Ave. Suite 2101 Lake Mary, FL 32746</td>
</tr>
<tr>
<td>Witt O’Brien's LLC.</td>
<td>1201 15 Street NW, Suite 600 Washington DC 20005</td>
</tr>
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Opened and Tabulated By: Holly Durrance, Purchasing Manager
# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
## Selection Committee Ranking

### Request for Proposals

20-050P - Debris Monitoring - Cooperative Procurement

*Meeting Time, Date, and Location*

Tuesday, July 28, 2020 at 11:00am

<table>
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<tr>
<td></td>
<td>Michael Catlano</td>
<td></td>
<td></td>
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<tr>
<td>Brenco, LLC</td>
<td>4 4 3 6 17 4</td>
<td></td>
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<tr>
<td>DebrisTech</td>
<td>5 3 4 5 17 4</td>
<td></td>
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<tr>
<td>Eisman &amp; Russo</td>
<td>2 1 1 1 5 1</td>
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<tr>
<td>TetraTech</td>
<td>3 4 6 3 16 3</td>
<td></td>
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<tr>
<td>Thompson Consulting Services</td>
<td>1 1 2 2 6 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witt O'Briens</td>
<td>6 2 5 4 17 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Score**

- Michael Catlano
- Michael Lagassee
- Ryan Prevatt
- Tim Telfer

## Shortlist

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<tr>
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<tr>
<td>1</td>
<td>Eisman &amp; Russo</td>
</tr>
<tr>
<td>2</td>
<td>Thompson Consulting Services</td>
</tr>
<tr>
<td>3</td>
<td>TetraTech</td>
</tr>
</tbody>
</table>
This Contract, entered into this _____ day of August 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 Eisman and Russo, Inc., whose address is 6455 Powers Avenue Jacksonville, FL 32117, 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. 20-050P Solicitation Documents including Addendums No. 1 & No. 2
   b. 20-050P Proposal Submission, including 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 August 3, 2020 for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by both 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.]
In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

____________________________    ____________________________
TOM BEXLEY           DAVID C. SULLIVAN, CHAIR
Clerk of the Circuit Court and Comptroller

____________________________
(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 August 3, 2020 regular meeting.

[SIGNATURE PAGE TO FOLLOW.]
ATTEST:

____________________________
(Signature)

____________________________
(Typed or Printed Name)

____________________________
(Title)

____________________________
(Date Signed)

____________________________
(Title)

____________________________
(Printed)
This Contract, entered into this ______ day of August 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 Tetra Tech, Inc., whose address is 3475 East Foothill Boulevard Pasadena, CA 91107 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. 20-050P Solicitation Documents including Addendums No. 1 & No. 2
   b. 20-050P Proposal Submission, including 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 August 3, 2020 for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by both 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.]
In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

____________________________    ____________________________
TOM BEXLEY           DAVID C. SULLIVAN, CHAIR
Clerk of the Circuit Court and Comptroller

____________________________
(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 August 3, 2020 regular meeting.

[SIGNATURE PAGE TO FOLLOW.]
ATTEST:

____________________________
(Signature)

____________________________
(Typed or Printed Name)

___________________________
(Title)

____________________________
(Date Signed)

____________________________
(Title)

____________________________
(Printed)
This Contract, entered into this ______ day of August 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 Thompson Consulting Services, LLC, whose address is 1135 Townpark Ave. Suite 2101 Lake Mary, FL 32476, 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. 20-050P Solicitation Documents including Addendums No. 1 & No. 2
   b. 20-050P Proposal Submission, including 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 August 3, 2020 for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by both 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.]
In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

____________________________    ____________________________
TOM BEXLEY           DAVID C. SULLIVAN, CHAIR
Clerk of the Circuit Court and Comptroller

____________________________
(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 August 3, 2020 regular meeting.

[SIGNATURE PAGE TO FOLLOW]
WITNESS:

____________________________________
(Signature)

____________________________________
(Typed or Printed Name)

____________________________________
(Title)

____________________________________
(Date Signed)

____________________________________
(Title)

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: A Request for Proposals (RFP) for Disaster Debris Removal Services was headed by Flagler County Purchasing Department, and completed in conjunction with The City of Bunnell, The City of Flagler Beach, The Town of Beverly Beach and the Township of Marineland, to provide financial recovery services in the event of a Hurricane or other unforeseen natural disaster. This solicitation was advertised regionally in the Daytona News Journal, publically broadcast on www.myvendorlink.com and sent to the Orlando MBDA Center to for further exposure.

On Wednesday, June 3, 2020, the County received eleven (11) responses as detailed on the attached tabulation sheet. The evaluation committee meeting was held on Tuesday, June 23, 2020 to rank and shortlist the proposals. Presentations were held with the four (4) shortlisted firms on Wednesday, July 8, 2020. Staff recommends awarding to both Ardurra Group, Inc. and Innovative Emergency Management, Inc., who demonstrated the capability needed to perform the work through both their proposals and presentations.

By awarding multiple contracts, Flagler County will have the ability to utilize both of these vendors in the event of a major disaster. Upon Board Approval, each municipality will have the option of entering into their own separate contracts with each contractor.

FUNDING INFORMATION: Funding will be identified and appropriated with each Flagler County Board of County Commissioner contract.

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

RECOMMENDATION: Request the Board approve Solicitation Award 20-048P to Ardurra Group, Inc. and Innovative Emergency Management, Inc., for an initial three (3) year term, with the option to renew for (2) additional, one (1) year terms if mutually agreed on by both parties at least 30 days prior to contract expiration and authorize the Chair to execute the agreement as approved to form by the County Attorney.

ATTACHMENTS:
1. Tabulation
2. Final Committee Ranking
3. Contracts
## FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
### RFP TABULATION

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

**20-048P - Disaster Recovery Consulting Services - Cooperative Procurement**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>AG Witt</td>
<td>10809 Executive Center Dr. Little Rock, AR 72211</td>
</tr>
<tr>
<td>Ardurra Group, Inc.</td>
<td>100 Center Creek Rd. Ste. 101 St. Augustine, FL 32084</td>
</tr>
<tr>
<td>Brenco, LLC</td>
<td>3030 Fourth St. Marianna, FL 32446</td>
</tr>
<tr>
<td>Carlisle Thompson</td>
<td>405 W. Sequioa Spur. Georgetown, TX 78628</td>
</tr>
<tr>
<td>IEM</td>
<td>PO Box 110265 Durham, NC 27709</td>
</tr>
<tr>
<td>Integrated Solutions Consulting</td>
<td>220 S. Buchanan St. Edwardsville, IL 62025</td>
</tr>
<tr>
<td>JPI Joe Payne, P.E.</td>
<td>9629 Gretna Green Dr. Tampa, FL 33626</td>
</tr>
<tr>
<td>Metric Engineering</td>
<td>525 Technology Park, Suite 153 Lake Mary, FL 32746</td>
</tr>
<tr>
<td>Thomas Howell Ferguson P.A.</td>
<td>2615 Centennial Blvd. Ste. 200 Tallahassee, FL 32308</td>
</tr>
<tr>
<td>Tidal Basin</td>
<td>126 Business Park Drive Utica, NY 13502</td>
</tr>
<tr>
<td>Witt O' Brien's, LLC</td>
<td>1201 15th St. NW Suite 600 Washington, DC 20005</td>
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</tbody>
</table>

Opened and Tabulated By: Holly Durrance, Purchasing Manager
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Selection Committee Ranking

Request for Proposals
20-048P - Disaster Recovery Consulting Services

*Meeting Time, Date, and Location*
Wednesday, July 8, 2020 at 4:00pm
via ZOOM

<table>
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<tr>
<th>Firms</th>
<th>Jonathan Lord - BOCC</th>
<th>Gracie Rezba - BOCC</th>
<th>Shanea Stankiewicz - City of Bunnell</th>
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CONTRACT
FOR
REMEDIATION SERVICES
REQUEST FOR PROPOSAL 20-048P

This Contract, entered into this _____ day of August 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 Ardurra Group, Inc., whose address is 4921 Memorial Hwy. Tampa, FL 33631, 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. 20-048P Solicitation Documents including Addendums No. 1, No. 2, No. 3 & No. 4
   b. 20-048P Proposal Submission, including 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 August 3, 2020 for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by both 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

____________________________
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 August 3, 2020 regular meeting.

ARDURRA GROUP, INC.

____________________________
(Signature)

____________________________
(Typed or Printed Name)

____________________________
(Title)

____________________________
(Date Signed)

____________________________
(Title)
CONTRACT FOR
REMEDIATION SERVICES
REQUEST FOR PROPOSAL 20-048P

This Contract, entered into this ______ day of August 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 Innovative Energy Management, Inc., whose address is 2801 Slater Rd. Suite 200 Morrisville, NC 27560 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. 20-048P Solicitation Documents including Addendums No. 1, No. 2, No. 3 & No. 4; and
   b. 20-048P Proposal Submission, including 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 August 3, 2020 for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by both 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           DAVID C. SULLIVAN, CHAIR
Clerk of the Circuit Court and Comptroller

____________________________
(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 August 3, 2020 regular meeting.

INNOVATIVE ENERGY MANAGEMENT, INC.

____________________________
(Signature)

____________________________
(Typed or Printed Name)

____________________________
(Title)

____________________________
(Printed)

____________________________
(Date Signed)

____________________________
(Title)
SUBJECT: Consideration of the Final Ranking and Contract Award for Request for Proposals (RFP) 20-051P – Remediation Services – Cooperative Procurement

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: A Request for Proposals (RFP) for Disaster Debris Removal Services was headed by Flagler County Purchasing Department, and completed in conjunction with The City of Bunnell, The City of Flagler Beach, The Town of Beverly Beach and the Township of Marineland, to provide financial recovery services in the event of a Hurricane or other unforeseen natural disaster. This solicitation was advertised regionally in the Daytona News Journal, publicly broadcast on www.myvendorlink.com and sent to the Orlando MBDA Center to for further exposure.

On Wednesday, June 10th, 2020, the County received twelve (12) responses to this solicitation. After detailed review by the Purchasing Department, three (3) of the twelve (12) proposals were deemed non-responsive. The evaluation committee meeting was held on Monday, July 6th, 2020 to rank and shortlist the remaining nine (9) proposals. Staff recommends awarding to both Hydradry, Inc. and United Restoration of FL, LLC, who demonstrated the capability needed to perform the work through both their proposals and presentations.

By awarding multiple contracts, Flagler County will have the ability to utilize both of these vendors in the event of a major disaster. Upon Board Approval, each municipality will have the option of entering into their own separate contracts with each contractor.

FUNDING INFORMATION: Funding will be identified and appropriated with each Flagler County Board of County Commissioner contract.

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

RECOMMENDATION: Request the Board approve Solicitation Award to Hydradry, Inc. and United Restoration of FL, LLC., for an initial three (3) year term, with the option to renew for (2) additional, one (1) year terms if mutually agreed on by both parties at least 30 days prior to contract expiration and authorize the Chair to execute the agreement as approved to form by the County Attorney.

ATTACHMENTS:
1. Bid Tabulation
2. Final Committee Ranking
3. Contracts
# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
## RFP TABULATION

ALL PROPOSALS ACCEPTED BY FLAGLER COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RESPONSES FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

20-051P - Remediation Services - Cooperative Procurement

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<td>Belfor Property Restoration</td>
<td>185 Oakland Ave. Suite 150 Birmingham, MI 48009</td>
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<td>BlueTeam</td>
<td>6400 Park of Commerce Blvd. #1B Boca Raton, FL 33487</td>
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<td>BMS CAT</td>
<td>5718 Airport Freeway Haltom City, TX 76117</td>
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<tr>
<td>Cotton Commercial</td>
<td>5443 Katy Hockley Cutoff Rd. Katy, TX 77493</td>
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<td>Hydradry Inc.</td>
<td>3615 N. Apopka Vineland Rd. Orlando, FL 32818</td>
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<td>Royal Plus, Inc.</td>
<td>201 Belt Street Snow Hill, MF 21863</td>
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<tr>
<td>SERVICE Master 24 Hour</td>
<td>7840 Professional Place Tampa, FL 33637</td>
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<td>ServiceMaster Restore</td>
<td>3525 Agricultural Center Dr. St. Augustine, FL 32092</td>
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<td>Wilco Restoration</td>
<td>81 Levee Lane Ormond Beach, FL 32174</td>
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Opened and Tabulated By: Holly Durrance, Purchasing Manager
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Selection Committee Ranking

Request for Proposals
20-051P Remediation Services - Cooperative Procurement

Meeting Time, Date, and Location
Monday, July 6, 2020 at 3:00pm via ZOOM

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Shortlist

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<td>United Restoration</td>
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Committee Members
CONTRACT
FOR
REMEDICATION SERVICES
REQUEST FOR PROPOSAL 20-051P

This Contract, entered into this _____ day of August 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 Hydradry Inc., whose address is 3615 N. Apopka Vineland Road Orlando, FL 32818, 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. 20-051P Solicitation Documents including Addendums No. 1 & No. 2; and
   b. 20-051P Proposal Submission, including 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 August 3, 2020 for a period of three (3) years, with the option to renew for two (2) additional one (1) year periods if mutually agreed to in writing by both 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

____________________________
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 August 3, 2020 regular meeting.

HYDRADRY, INC.

ATTEST:

____________________________
(Signature)

____________________________
(Typed or Printed Name)

____________________________
(Title)

____________________________
(Date Signed)

____________________________
(Title)

____________________________
(Printed)
CONTRACT
FOR
REMEDIATION SERVICES
REQUEST FOR PROPOSAL 20-051P

This Contract, entered into this _____ day of August, 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 United Restoration of FL, LLC, whose address is 2520 N. Powerline Rd. Suite 304 Pompano Beach, FL 33069, 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. 20-051P Solicitation Documents including Addendums No. 1 & No. 2; and

b. 20-051P Proposal Submission, including 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.

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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

______________________________
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 August 3, 2020 regular meeting.

______________________________
LISA COHEN
C.O.O.

(Date Signed)

WITNESS:

______________________________
Leigh A. Montone

(Printed)
SUBJECT: Consideration of Request for Qualifications RSQ-2034Q, for Professional Services for CEI of Graham Swamp Trail and Pedestrian Bridge over State Road 100 to England, Thims & Miller, Inc.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: A Request for Statement of Qualifications (RSQ) was advertised in the Flagler News Journal, as well as publicly broadcast on www.vendorlink.com and Flagler County’s official website. 20-034Q requested proposals from qualified firms to provide Professional Construction Engineering Inspection (CEI) Services for the Graham Swamp Trail and Pedestrian Bridge over State Road 100 Local Agency Program (LAP) project.

On May 20, 2020, the County received six (6) proposals in response to this solicitation. The initial Selection Committee meeting was held on Tuesday to rank and shortlist the proposals. Presentations occurred on Wednesday, June 24th, 2020 with the Final Selection Committee Meeting held immediately then after. Staff recommends awarding to England Thims & Miller, Inc., who demonstrated the capability to perform the work as outlined within the solicitation documents through both their proposal and formal presentation.

FUNDING INFORMATION: The project was included in FY19-20 budget. Funding is available from the Florida Department of Transportation and will be appropriated into account #112-8216-541.63-10 for Project #202577 for a total of $9,137,974.

DEPARTMENT CONTACT: Purchasing, Holly Durrance (386) 313-4063
Engineering, Faith Alkhatib (386) 313-4045

RECOMMENDATIONS: Request the Board approve Request for Statement of Qualifications award for 20-034Q, Professional Services for CEI of Graham Swamp Trail and Pedestrian Bridge over State Road 100 to England, Thims & Miller, Inc.. Authorize staff to negotiate a contract with England, Thims & Miller, Inc. and authorize the Chair to execute a contract as approved as to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. 20-034Q, Tabulation
2. 20-034Q, Initial Selection Committee Ranking
3. 20-034Q, Final Selection Committee Ranking
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
**RFP TABULATION**

ALL PROPOSALS ACCEPTED BY FLAGLER COUNTY ARE SUBJECT TO THE COUNTY’S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RESPONSES FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

20-034Q - Professional Construction Engineering & Inspection Services for Graham Swamp Trail and Pedestrian Bridge Over State Road 100

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<tr>
<td>AE Engineering, Inc.</td>
<td>219 North Newman St. 4th Floor Jacksonville, FL 32202</td>
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<td>AECOM Technical Services, Inc.</td>
<td>4168 Southpoint Parkway South Jacksonville, FL 32216</td>
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<td>CONSOR Engineers, LLC</td>
<td>1511 East SR 434 Suite 1001 Winter Springs, FL 32708</td>
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<td>DRMP, Inc.</td>
<td>941 Lake Baldwin Lane Orlando, FL 32814</td>
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<td>England Thims &amp; Miller, Inc.</td>
<td>33 Old Kings Road North Palm Coast, FL 32137</td>
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<tr>
<td>GAI Consultants, Inc.</td>
<td>1301 Riverplace Blvd. Suite 900 Jacksonville, FL 32207</td>
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Opened and Tabulated By: Holly Durrance, Purchasing Manager
# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

## Selection Committee Ranking

### Request for Statement of Qualifications

**20-034Q - Professional Construction Engineering & Inspection Services for Graham Swamp Trail and Pedestrian Bridge over State Road 100**

**Meeting Time, Date, and Location**

Tuesday, June 9, 2020 at 11:00am

Zoom Meeting  [https://us02web.zoom.us/j/88511768941](https://us02web.zoom.us/j/88511768941)

Meeting ID: 885 1176 8941

### Committee Members

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<tr>
<th>Firms</th>
<th>Faith Alkhatib</th>
<th>Richard Gordon</th>
<th>Susan Graham</th>
<th>Adam Mengel</th>
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### Short List

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Holly Durrance  
Purchasing Manager
# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Final Selection Committee Ranking

Request for Statement of Qualifications

20-034Q - Professional Services for CEI of Graham Swamp Trail and Pedestrian Bridge over State Road 100

**Meeting Time, Date, and Location**

Friday, June 26th at 4:00pm

via ZOOM https://us02web.zoom.us/j/88207140214?pwd=bjJDSllycTVESEo5N1hLSWhyc1JIQT09

Meeting ID: 882 0714 0214

Password: 652174

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<th>Firms</th>
<th>Faith Alkhatib</th>
<th>Richard Gordon</th>
<th>Susan Graham</th>
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Holly Durrance, Purchasing Manager
SUBJECT: Consideration of Approval of a Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Flagler County for the Construction and Construction Engineering and Inspection (CEI) Services for Graham Swamp Multi-Use Trail and Pedestrian Bridge from Lehigh Trail to State Road 100 (SR 100) in the Amount of $9,137,974.00; FDOT Financial Project No. 438635-1-58/68-01.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: Through the Florida Department of Transportation (FDOT) Work Program process, application was made for funding to complete the construction phase of the subject project. The project will include the construction of a 12 foot wide paved shared use path through the Graham Swamp Conservation system from just south of SR 100 to the Lehigh Trail for a total approximate length of 1.6 miles. The project includes the construction of an enclosed pedestrian bridge spanning SR100. The project also includes the construction of an 8 ft wide concrete sidewalk along the south side of SR 100 from Old Kings Road to the west to the shared use path and pedestrian bridge.

Staff is seeking approval of the LAP Funding Agreement and authorization from the Board for the Chairman to execute the Agreement with associated Resolution.
FUNDING INFORMATION:  The project was included in FY19-20 budget in an anticipated grants account in the amount of $6,393,744. This funding will be appropriated to the grant account with the attached Budget Transfer 20-126. Additional funding for this project will be appropriated with an unanticipated revenue resolution. Funding is available from the Florida Department of Transportation and will be appropriated into account #112-8291-541.63-10 for Project #202577 for a total of $9,137,974.

DEPARTMENT CONTACT:  Faith Alkhatib, Public Works Director/County Engineer, 313-4045

RECOMMENDATION:  Request the Board approve the FDOT LAP Agreement in the amount of $9,137,974.00 and adopt the Resolution authorizing the Chairman to execute the Agreement; authorize County Administrator to execute any supplemental amendments, change orders or other project related documents for any contingency within the overall project budget.

ATTACHMENTS:  
1. FDOT Local Agency Program (LAP) Agreement
2. Resolution
3. Budget Transfer 20-126
4. Unanticipated Revenue Resolution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 438635-1-68-01
Federal No (FAIN): D520 049 B
Federal Award Date: ______________________
Fund: ACSA/ACSN/SL/SN/TALT/TALT
Org Code: 55054010508
FLAIR Approv: 088717
FLAIR Obj: 780000
County No: 73
Recipient Vendor No: F596000605015
Recipient DUNS No: 02-112-1488
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on ______________________, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Flagler County ("Recipient").

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 Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "B" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and Construction Engineering and Inspection Services for Graham Swamp Multi-Use Trail and Pedestrian Bridge from Lehigh Trail to State Road 100 (SR 100), as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; 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. **Term of Agreement:** The Recipient agrees to complete the Project on or before February 28, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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 after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $9,137,974.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $9,137,974.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.1 and 5.2 of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient 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”.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” was met. All costs involved 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. 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 Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services 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 this box is selected, advance payment is authorized for this Agreement and Exhibit “H”, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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 Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services are received, inspected, 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), F.S., will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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 Agencies 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. The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient’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. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient’s contract award amount.

j. 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 which it has with the Recipient owing such amount if, upon 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.

k. The Recipient 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.

l. 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, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit “B” for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. 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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department’s issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department’s Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administrates inherently governmental project activities, including those dealing with cost, time,
adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any un billed funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA’s withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "I", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount
claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient 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 limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient 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 Recipient, a non-federal entity as defined by 2 CFR Part 200, 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 Recipient 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 Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “E” to this Agreement provides the required federal award identification information needed by the Recipient 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 Recipient 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 Recipient 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 Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient 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 Recipient’s audit period for each applicable audit year. In the event the Recipient 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 Recipient’s resources obtained from other than federal entities).

iv. The Recipient 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, and this Agreement. 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 Recipient’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 Recipient 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 Recipient 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 Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient’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

vi. The Recipient 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, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, 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.

9. Termination or Suspension of Project:
The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient'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. If the Department intends to terminate the Agreement, the Department shall notify the Recipient 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 Recipient 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 Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient 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 Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit “G”, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:
It is the policy of the Department that DBE's, 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 Recipient and its contractors agree to ensure that DBE's 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 DBE's have the opportunity to compete for and perform contracts. The Recipient 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.

12. Compliance with Conditions and Laws:

The Recipient 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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

   a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

   b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.


During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

   a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

   b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

   c. 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.

d. 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.

e. 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-responsive 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 Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee voluntarily acquires or has acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositaries or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

“To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient shall

- maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air
Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient 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.

d. 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.

e. By execution of the Agreement, the Recipient 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. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department’s satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient’s facility, adequate title is in the Recipient’s name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient 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 Recipient during the term of the contract; and
   ii. expressly require any contractor and 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.

n. 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.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.

b. ☑ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.
i. ☑ A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit “O”, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: ______

k. Exhibit and Attachment List
   - Exhibit A: Project Description and Responsibilities
   - Exhibit B: Schedule of Financial Assistance
   - Exhibit C: Title VI Assurances
   - Exhibit D: Recipient Resolution
   - Exhibit E: Federal Financial Assistance (Single Audit Act)
   - Exhibit F: Contract Payment Requirements
   - * Exhibit G: FHWA Form 1273
   - * Exhibit I: State Funds Addendum
   - * Exhibit J: State Financial Assistance (Florida Single Audit Act)
   - * Exhibit K: Advance Project Reimbursement
   - * Exhibit L: Landscape Maintenance
   - * Exhibit M: Roadway Lighting Maintenance
   - * Exhibit N: Traffic Signal Maintenance
   - * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT FLAGLER COUNTY

By: ____________________________
Name: David C. Sullivan
Title: Chair

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review: ____________________
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438635-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Flagler County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.
☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This project consists of the construction of a minimum 12-foot wide paved shared use path through the Graham Swamp Conservation system from just south of State Road 100 to the Lehigh Trail for a total approximate length of 1.6 miles. The project includes the construction of an enclosed pedestrian bridge spanning State Road 100, connecting a future park and trail system south of State Road 100 to the shared use path. This project also includes the construction of an 8-foot wide concrete sidewalk along the south side of State Road 100 from Old Kings Road to the west to the shared use path and pedestrian bridge.

Roadway improvements include construction of guardrail around the median of State Road 100, connecting the pedestrian bridge ramps to the State Road 100 paved shoulder on the south side and to the existing sidewalk on the north side of State Road 100, detectable warning surfaces, signing and pavement markings, and lighting. Drainage improvements include 60-foot jack and bore pipe under State Road 100, constructing pipes and mitered end sections, constructing ditch bottom inlets in the median of State Road 100 and along project, concrete flumes, significant grading, adding manholes, and adding PVC pipe for the back of sidewalk.

Any improvements within the State Road 100 Right of Way will be constructed and inspected in accordance with the FDOT Standard Specifications for Road and Bridge Construction at the time of Bid Opening. All pedestrian facilities shall adhere to current ADA standards. Utility coordination with Florida Power & Light and AT&T is required.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Based on the Recipient's Elevated financial risk level, this project requires submission and review of the “Project Monitoring Status Report” on a monthly basis, and submission and review of invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by 11/10/2020.
b) Construction Duration of 600 days.
c) Construction to be completed (Final Acceptance) by 10/7/2022.
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Agency. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit “B”, Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.
# Local Agency Program Agreement

## Exhibit “B”

### Schedule of Financial Assistance

<table>
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<tr>
<th>PHASE OF WORK By Fiscal Year</th>
<th>MAXIMUM PARTICIPATION</th>
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<td>(1) TOTAL PROJECT FUNDS</td>
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<td>Design- Phase 38</td>
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<tr>
<td>FY:</td>
<td>Insert Program Name</td>
</tr>
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<td>Right-of-Way- Phase 48</td>
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<td>FY:</td>
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<td>$ _____</td>
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<td>Total Construction Cost</td>
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<td>TOTAL COST OF THE PROJECT</td>
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</tr>
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</table>

Cost Analysis Certification as required by Section 216.3475, Florida Statutes:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
District Grant Manager Name

Signature ___________________________ Date _________
Exhibit "C"

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or
Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: 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); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 8101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1932, (49 U.S.C § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964. The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12398, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.
RESOLUTION NO. 2020-____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIR TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A CERTAIN COUNTY PROJECT (FPN# 438635-1-58-01/68-01) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County made application for funding to complete the construction of certain transportation infrastructure improvements; and

WHEREAS, in support of these efforts the State of Florida Department of Transportation desires to facilitate the Construction and CEI Services for the Graham Swamp Multi-Use Trail and Pedestrian Bridge from Lehigh trail to State Road 100; and

WHEREAS, the State of Florida Department of Transportation has requested Flagler County, Florida to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida as follows:

Section 1. The Chair is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation Local Agency Program Agreement, FPN#: 438635-1-58-01/68-01. The County Administrator is authorized to execute any amendments to that Agreement and any other project related documents within the project budget.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 3rd day of August, 2020, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:

David C. Sullivan, Chair

Board of County Commissioners
Of Flagler County, Florida

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

Af Hadeed, County Attorney
EXHIBIT “E”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

<table>
<thead>
<tr>
<th>CFDA No.</th>
<th>Highway Planning and Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Title</td>
<td>Federal-Aid Highway Program, Federal Lands Highway Program</td>
</tr>
<tr>
<td>CFDA Program Site</td>
<td><a href="https://www.cfda.gov/">https://www.cfda.gov/</a></td>
</tr>
<tr>
<td>Award Amount</td>
<td>$9,137,974.00</td>
</tr>
<tr>
<td>Awarding Agency</td>
<td>Florida Department of Transportation</td>
</tr>
<tr>
<td>Award is for R&amp;D</td>
<td>No</td>
</tr>
<tr>
<td>Indirect Cost Rate</td>
<td>N/A</td>
</tr>
</tbody>
</table>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fgsrs.gov/
EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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 [http://www.myfloridacfo.com/aadir/reference_guide](http://www.myfloridacfo.com/aadir/reference_guide/).
EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.
Section 17.g. of the LAP Agreement is amended as follows for Construction on the Department’s Right of Way.

1. If the Project involves construction on, under, or over the Department’s right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department’s right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:


   Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

   b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

   c. The Recipient 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 Recipient 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 Recipient 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.

   d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

   e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

   f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over 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 Recipient, except as may otherwise be provided in separate agreements. The Recipient 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 Recipient'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, Florida Statutes.

g. The Recipient 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.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient 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, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. 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 on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient 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 Recipient shall remove its presence, including, but not limited to, all of the Recipient'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.

n. 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 Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the
EXHIBIT “O”

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient 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 Recipient 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 Recipient’s sole cost and expense, without Department liability to the Recipient 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 Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. 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 Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. 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.

r. Restricted hours of operation will be from TO BE DETERMINED (TBD) PRIOR TO CONSTRUCTION, (TBD), unless otherwise approved by the Operations Engineer, or designee.

s. 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:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7i

SUBJECT: CARES Act Local Government Funding Interlocal Agreements.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: Staff is seeking the Board’s execution of the attached Interlocal Agreement(s) with our local governmental jurisdictions to codify the distribution of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding within the Government Group of the County’s CARES Act Distribution Plan.

At the June 15, 2020 Board of County Commissioner Regular Meeting, the Board authorized the approval of the Funding Agreement between the State of Florida and Flagler County for receipt and distribution of CARES Act Funds, as well as any future related documents.

Pursuant to said agreement the County “…should provide funding to municipalities within their jurisdiction upon request for the eligible expenditures under the CARES Act.”

Additionally, per the U.S. Treasury’s Frequently Asked Questions (Updated as of June 24, 2020)

“May a unit of local government receiving a Fund payment transfer funds to another unit of government?
Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance.”

The County’s agreement with the State also puts the onus on the County to ensure any reimbursement is in accordance with the appropriate use criteria set forth within the CARES Act. As such, the County will be held responsible for any expenditures deemed not in accordance with the criteria.

It is the intent of these interlocal agreements, in part, to eliminate the possibility of a non-reimbursable expense by setting the standards needed for the jurisdictions to receive reimbursement from the CARES Act funding.

FUNDING INFORMATION: CARES act funding is available to be expensed from 185-8643-525.81-42. Currently, the County has received 25%, or $5,020,187, of its total allotment.

DEPARTMENT CONTACT: Jonathan Lord, EM Director (386) 313-4240
John Brower, Finance Director (386) 313-4036

RECOMMENDATION: Request the Board authorize the Chair execute the Interlocal Agreements Related to the Care Act Funding Distribution with the City of Flagler Beach, City of Bunnell, Flagler County Sheriff’s Office, and the Florida Department of Health-Flagler as approved to form by the County Attorney.

ATTACHMENTS:
1. CARES Act Interlocal Agreement with City of Flagler Beach
2. CARES Act Interlocal Agreement with City of Bunnell
3. CARES Act Interlocal Agreement with the Flagler County Sheriff’s Office
4. CARES Act Interlocal Agreement with Florida Department of Health - Flagler
INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNT AND THE CITY OF FLAGLER BEACH RELATED TO CARES ACT FUNDING DISTRIBUTION

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between FLAGLER COUNTY, FLORIDA (“County”), a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, and the CITY OF FLAGLER BEACH, FLORIDA (“City”), a municipal corporation of the State of Florida, whose address is 105 South Second Street, Flagler Beach, FL 32136.

W I T N E S S E T:

WHEREAS, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

WHEREAS, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

WHEREAS, the City has incurred and will continue to incur expenses due to the COVID-19 public health emergency, and the County wishes, in the best interests of the citizens of Flagler County, to utilize the CARES Act Funding to reimburse the City for eligible expenses under the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to provide funding to municipalities within the County upon request for eligible expenditures under the CARES Act; however, the County is responsible for repayment to the State of Florida, Division of Emergency Management for expenditures of the City that the State or Federal government determines are ineligible; and

WHEREAS, the Grant Agreement requires the County to provide funding to municipalities within the County upon request for eligible expenditures under the CARES Act; however, the County is responsible for repayment to the State of Florida, Division of Emergency Management for expenditures of the City that the State or Federal government determines are ineligible; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, Flagler County; and

Attachment 1
NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING. The City will submit to the County requests for reimbursement under this Agreement according to the following schedule:

<table>
<thead>
<tr>
<th>Request Due to County By</th>
<th>For Expenses Incurred Between</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 31, 2020</td>
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<td>October 31, 2020</td>
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<tr>
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</table>

The City will send the requests electronically to the County’s Financial Services Director at JBrower@flaglercounty.org. The requests will include any documentation reasonably necessary for the County to fulfill its obligations under the Grant Agreement as determined by the County’s Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the Clerk of Court to transmit the payment to the City. The City agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

In addition, subsequent to the effective date of this Agreement, the City will notify the County’s Financial Services Director of any planned purchases over $25,000 for which the City will seek reimbursement under this Agreement. The City will provide this notification at least 72 hours prior to making the purchase. The purpose of this requirement is to provide the County the ability to notify the City if a large purchase is ineligible for reimbursement under the Grant Agreement prior to the City incurring the cost, thereby protecting both parties in the spirit of cooperation.

SECTION 3. CERTIFICATION, INDEMNIFICATION, AND HOLD HARMLESS. The City acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The City acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf and which is incorporated herein by reference.

Specifically, the City certifies that:
A. The City’s requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.

B. The City will only request reimbursement for expenses that:
   a. are necessary expenditures incurred due to the COVID-19 public health emergency;
   b. were not accounted for in the City’s or State’s budget as of March 27, 2020, the date of enactment of the CARES Act;
   c. were incurred between March 1, 2020 and December 30, 2020; and
   d. which meet the criteria of Section 601(d) of the Social Security Act.

C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.

D. The City has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.

E. The City will cooperate with the County in any reporting requirements of the County and will provide any documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.

F. The City will promptly repay to the County any CARES Act Funding which the County distributes to the City pursuant to this Agreement, which the State of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.

G. The County’s obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.

H. The City will be responsible for all costs, including attorney fees, if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This City acknowledges that this certification is a material representation of fact upon which the County relies.

The City will hold harmless and indemnify the County for any and all costs of whatever nature arising out of the City’s performance under this Agreement or breach thereof, including without limitation the reimbursement of the State or Federal Government caused by the City’s non-adherence to the requirements of the Grant Agreement or for improper payments as defined in the Grant Agreement and as determined by the State or Federal Government, as well as the costs incurred by the County in reimbursing the State and curing any default under the Grant Agreement caused by the City.
The obligations of the City pursuant to this Section 6 will survive the termination of the Grant Agreement.

SECTION 4. INTEGRATION AND MODIFICATION. This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

SECTION 6. EFFECTIVE DATE. This Agreement shall take effect upon filing with the Flagler County Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

FLAGLER COUNTY, FLORIDA

ATTEST:

David C. Sullivan, Chair

Date: __________________________

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney
CITY OF FLAGLER BEACH, FLORIDA

Linda Provencher, Mayor
Date: 7/9/20

APPROVED AS TO FORM:

D. Andrew Smith, III, City Attorney
INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF BUNNELL RELATED TO CARES ACT FUNDING DISTRIBUTION

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between FLAGLER COUNTY, FLORIDA (“County”), a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, and the CITY OF BUNNELL, FLORIDA (“City”), a municipal corporation of the State of Florida, whose address is 201 W. Moody Blvd., Bunnell, FL 32136.

WITNESSETH:

WHEREAS, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

WHEREAS, the City has incurred and will continue to incur expenses due to the COVID-19 public health emergency, and the County wishes, in the best interests of the citizens of Flagler County, to utilize the CARES Act Funding to reimburse the City for eligible expenses under the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to provide funding to municipalities within the County upon request for eligible expenditures under the CARES Act; however, the County is responsible for repayment to the State of Florida, Division of Emergency Management for expenditures of the City that the State or Federal government determines are ineligible; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, Flagler County; and
NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING. The City will submit to the County requests for reimbursement under this Agreement according to the following schedule:

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The City will send the requests electronically to the County’s Financial Services Director at JBrower@flaglercounty.org. The requests will include any documentation reasonably necessary for the County to fulfill its obligations under the Grant Agreement as determined by the County’s Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the Clerk of Court to transmit the payment to the City. The City agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

In addition, subsequent to the effective date of this Agreement, the City will notify the County’s Financial Services Director of any planned purchases over $25,000 for which the City will seek reimbursement under this Agreement. The City will provide this notification at least 72 hours prior to making the purchase. The purpose of this requirement is to provide the County the ability to notify the City if a large purchase is ineligible for reimbursement under the Grant Agreement prior to the City incurring the cost, thereby protecting both parties in the spirit of cooperation.

SECTION 3. CERTIFICATION, INDEMNIFICATION, AND HOLD HARMLESS. The City acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The City acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf and which is incorporated herein by reference.

Specifically, the City certifies that:
A. The City’s requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.

B. The City will only request reimbursement for expenses that:
   a. are necessary expenditures incurred due to the COVID-19 public health emergency;
   b. were not accounted for in the City’s or State’s budget as of March 27, 2020, the date of enactment of the CARES Act;
   c. were incurred between March 1, 2020 and December 30, 2020; and
   d. which meet the criteria of Section 601(d) of the Social Security Act.

C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.

D. The City has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.

E. The City will cooperate with the County in any reporting requirements of the County and will provide any documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.

F. The City will promptly repay to the County any CARES Act Funding which the County distributes to the City pursuant to this Agreement, which the State of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.

G. The County’s obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.

H. The City will be responsible for all costs, including attorney fees, if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This City acknowledges that this certification is a material representation of fact upon which the County relies.

The City will hold harmless and indemnify the County for any and all costs of whatever nature arising out of the City’s performance under this Agreement or breach thereof, including without limitation the reimbursement of the State or Federal Government caused by the City’s non-adherence to the requirements of the Grant Agreement or for improper payments as defined in the Grant Agreement and as determined by the State or Federal Government, as well as the costs incurred by the County in reimbursing the State and curing any default under the Grant Agreement caused by the City.
The obligations of the City pursuant to this Section 6 will survive the termination of the Grant Agreement.

SECTION 4. INTEGRATION AND MODIFICATION. This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

SECTION 6. EFFECTIVE DATE. This Agreement shall take effect upon filing with the Flagler County Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

FLAGLER COUNTY, FLORIDA

ATTEST:

David C. Sullivan, Chair

Date: ______________________________

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

__________________________________

Al Hadeed, County Attorney
CITY OF BUNNELL, FLORIDA

Catherine Robinson, Mayor

Date: 7/13/2020

APPROVED AS TO FORM:

Wade Vose, City Attorney
INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE FLAGLER COUNTY SHERIFF RELATED TO CARES ACT FUNDING DISTRIBUTION

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between FLAGLER COUNTY, FLORIDA (“County”), a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, and the FLAGLER COUNTY SHERIFF (“Sheriff”), a constitutional officer of the State of Florida, whose address is 901 E. Moody Blvd., Bunnell, FL 32110.

WITNESSETH:

WHEREAS, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

WHEREAS, the Sheriff has incurred and will continue to incur expenses due to the COVID-19 public health emergency, and the County wishes, in the best interests of the citizens of Flagler County, to utilize the CARES Act Funding to reimburse the Sheriff for eligible expenses under the Grant Agreement; and

WHEREAS, the Grant Agreement is intended to assist the local governmental entities in responding to the COVID-19 emergency; however, the County is responsible for repayment to the State of Florida, Division of Emergency Management for expenditures of the Sheriff if the State or Federal government determines any of the Sheriff’s expenditures are ineligible under the Grant Agreement; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, Flagler County; and
NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING. The Sheriff will submit to the County requests for reimbursement under this Agreement according to the following schedule:

<table>
<thead>
<tr>
<th>Request Due to County By</th>
<th>For Expenses Incurred Between</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 31, 2020</td>
<td>March 1, 2020 – June 30, 2020</td>
</tr>
<tr>
<td>October 31, 2020</td>
<td>July 1, 2020 – Sept. 30, 2020</td>
</tr>
<tr>
<td>January 31, 2021</td>
<td>October 1, 2020 – December 30, 2020</td>
</tr>
</tbody>
</table>

The Sheriff will send the requests electronically to the County’s Financial Services Director at JBrower@flaglercounty.org. The requests will include any documentation reasonably necessary for the County to fulfill its obligations under the Grant Agreement as determined by the County’s Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the Clerk of Court to transmit the payment to the Sheriff. The Sheriff agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

In addition, subsequent to the effective date of this Agreement, the Sheriff will notify the County’s Financial Services Director of any planned purchases over $25,000 for which the Sheriff will seek reimbursement under this Agreement. The Sheriff will provide this notification at least 72 hours prior to making the purchase. The purpose of this requirement is to provide the County the ability to notify the Sheriff if a large purchase is ineligible for reimbursement under the Grant Agreement prior to the Sheriff incurring the cost, thereby protecting both parties in the spirit of cooperation.

SECTION 3. CERTIFICATION, INDEMNIFICATION, AND HOLD HARMLESS. The Sheriff acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The Sheriff acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at
Specifically, the Sheriff certifies that:

A. The Sheriff’s requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.

B. The Sheriff will only request reimbursement for expenses that:
   a. are necessary expenditures incurred due to the COVID-19 public health emergency;
   b. were not accounted for in the Sheriff’s or State’s budget as of March 27, 2020, the date of enactment of the CARES Act;
   c. were incurred between March 1, 2020 and December 30, 2020; and
   d. which meet the criteria of Section 601(d) of the Social Security Act.

C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.

D. The Sheriff has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.

E. The Sheriff will cooperate with the County in any reporting requirements of the County and will provide any documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.

F. The Sheriff will promptly repay to the County any CARES Act Funding which the County distributes to the Sheriff pursuant to this Agreement, which the State of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.

G. The County’s obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.

H. The Sheriff will be responsible for all costs, including attorney fees, if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This Sheriff acknowledges that this certification is a material representation of fact upon which the County relies.

The Sheriff will hold harmless and indemnify the County for any and all costs of whatever nature arising out of the Sheriff’s performance under this Agreement or breach thereof, including without limitation the reimbursement of the State or Federal Government caused by the Sheriff’s non-adherence to the requirements of the Grant Agreement or for improper payments as defined
in the Grant Agreement and as determined by the State or Federal Government, as well as the costs incurred by the County in reimbursing the State and curing any default under the Grant Agreement caused by the Sheriff.

The obligations of the Sheriff pursuant to this Section 6 will survive the termination of the Grant Agreement.

SECTION 4. INTEGRATION AND MODIFICATION. This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

SECTION 6. EFFECTIVE DATE. This Agreement shall take effect upon filing with the Flagler County Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

FLAGLER COUNTY, FLORIDA

ATTEST:

David C. Sullivan, Chair

Date: _____________________________

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

____________________________________

Al Hadeed, County Attorney
Witness 1:

Sheri Cooke
Signature
Sheri Cooke
Print Name

Witness 2:

Kayla Hathaway
Signature
Kayla R Hathaway
Print Name

FLAGLER COUNTY SHERIFF

The Honorable Rick Staly

Date: 7/21/20

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE FLAGLER COUNTY SHERIFF'S OFFICE

By:
Kayla Hathaway, Esquire
General Counsel
Date: 7/21/20
INTERLOCAL AGREEMENT RELATED TO CARES ACT
FUNDING DISTRIBUTION BETWEEN THE FLAGLER
COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE STATE OF FLORIDA, DEPARTMENT OF HEALTH
FLAGLER COUNTY HEALTH DEPARTMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between FLAGLER COUNTY, FLORIDA (“County”), a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, and the STATE OF FLORIDA, DEPARTMENT OF HEALTH, FLAGLER COUNTY HEALTH DEPARTMENT (“DOH”), an agency of the State of Florida, whose address is 200 Dr. Carter Blvd., Bunnell, FL 32110.

WITNESSETH:

WHEREAS, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

WHEREAS, pursuant to Chapter 154, Florida Statutes, the DOH contracts with the County to ensure coordination between the DOH and County with the intent to promote the public’s health, to control and eradicate preventable diseases, and to provide primary health care for special populations; and

WHEREAS, as a lead agency in the COVID-19 public health emergency in Flagler County, the DOH will incur a wide array of expenses due to the COVID-19 public health emergency, some of which are reimbursable through sources other than the County’s Grant Agreement; and

WHEREAS, the County wishes, in the best interests of the citizens of Flagler County, to utilize the CARES Act Funding to reimburse the DOH for expenditures pre-approved by the County, which are directly related to community based COVID-19 testing, and which are not otherwise reimbursable except by way of the County’s Grant Agreement; and
WHEREAS, the Grant Agreement is intended to assist the local governmental entities in responding to the COVID-19 emergency; however, the County is responsible for repayment to the State of Florida, Division of Emergency Management for expenditures of the DOH if the State or Federal government determines any of the DOH’s expenditures are ineligible under the Grant Agreement; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, Flagler County; and

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING.

(a) Subsequent to the effective date of this Agreement, the DOH will obtain the written approval of the County’s Emergency Management Director for planned expenditures to be directly incurred as a result of community based COVID-19 testing for which the DOH will seek reimbursement pursuant to this Agreement. The DOH will send such notification electronically with supporting documentation at least seventy-two hours prior to making the planned expenditure to the County’s Emergency Management Director at JLord@flaglercounty.org. The County’s Emergency Management Director will either approve the expenditure as eligible for reimbursement, deny the expenditure as ineligible for reimbursement, or request additional information. The purpose of this requirement is to provide the County the ability to notify the DOH if an expenditure is ineligible for reimbursement under the Grant Agreement prior to the DOH incurring the cost, thereby protecting both parties in the spirit of cooperation.

(b) The DOH will submit to the County requests for reimbursement of approved purchases under this Agreement according to the following schedule:

<table>
<thead>
<tr>
<th>Request Due to County By</th>
<th>For Expenses Incurred Between</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 31, 2020</td>
<td>Execution – Sept. 30, 2020</td>
</tr>
<tr>
<td>January 31, 2021</td>
<td>October 1, 2020 – December 30, 2020</td>
</tr>
</tbody>
</table>
The DOH will send the requests electronically to the County’s Financial Services Director at JBrower@flaglercounty.org. The requests will include any documentation reasonably necessary for the County to fulfill its obligations under the Grant Agreement as determined by the County’s Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the Clerk of Court to transmit the payment to the DOH. The DOH agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

SECTION 3. CERTIFICATION AND REIMBURSEMENT. The DOH acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The DOH acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf and which is incorporated herein by reference.

Specifically, the DOH certifies that:

A. The DOH’s requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.

B. The DOH will only request reimbursement for expenses that:
   a. are necessary expenditures incurred due to the COVID-19 public health emergency;
   b. were not accounted for in the DOH’s or State’s budget as of March 27, 2020, the date of enactment of the CARES Act;
   c. were incurred between date of execution of this Agreement and December 30, 2020; and
   d. which meet the criteria of Section 601(d) of the Social Security Act.

C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.

D. The DOH has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.

E. The DOH will cooperate with the County in any reporting requirements of the County and will provide any documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.

F. The DOH will promptly repay to the County any CARES Act Funding which the County distributes to the DOH pursuant to this Agreement, which the State
of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.

G. The County’s obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.

H. The DOH will be responsible for all costs if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This DOH acknowledges that this certification is a material representation of fact upon which the County relies.

DOH will reimburse the State or Federal Government for non-adherence to the requirements of the Grant Agreement or for improper payments as defined in the Grant Agreement and as determined by the State or Federal Government, and to the extent authorized by law, will reimburse costs incurred by the County in curing any default under the Grant Agreement caused by the DOH. Nothing herein is intended to nor shall it constitute a waiver of the Parties’ sovereign immunity. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.

The obligations of the DOH pursuant to this Section 6 will survive the termination of the Grant Agreement.

**SECTION 4. INTEGRATION AND MODIFICATION.** This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

**SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

**SECTION 6. EFFECTIVE DATE.** This Agreement shall take effect upon filing with the Flagler County Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

[This space intentionally left blank. Signature pages to follow.]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

FLAGLER COUNTY, FLORIDA

__________________________
David C. Sullivan, Chair

Date:_______________________

__________________________
Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

__________________________
Al Hadeed, County Attorney
STATE OF FLORIDA, DEPARTMENT OF HEALTH, FLAGLER COUNTY HEALTH DEPARTMENT

Robert Snyder, County Health Administrator

Date: 7/21/2020

Witness 1:

[Signature]

Print Name

Witness 2:

[Signature]

Print Name

CARES Act Funding Agreement
SUBJECT: Allocation of CARES Act Public Health and Social Services Emergency Funds in the Amount of $84,529.51.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: Staff is seeking approval to allocate and expend funds received pursuant to a direct deposit from the US Department of Health and Human Services, which was appropriated in the Public Health and Social Services Emergency Fund by the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

A grant agreement, or similar document, was not provided to recipients of these Relief Fund monies. Instead the funds were allocated and direct deposited based on a formula derived from the recipient’s (Flagler County Fire-Rescue) Medicare billings in 2019.

In lieu of a grant agreement, Flagler County must abide by the Acceptance Terms and Conditions, included with this item. Should a recipient not abide by this document, then funds may have to be returned. Staff have reviewed the terms and conditions and have not noted any issues or concerns.

FUNDING INFORMATION: The funds provided under this Agreement in the amount of $84,529.51 have been allocated to operating and expenditure accounts in Fund #184-3891-525.xx-xx, and do not require a local match. Project expenses will be tracked using project #101918.

DEPARTMENT CONTACT: Fire-Rescue, Joe King (386) 313-4256

RECOMMENDATIONS: Request the Board approve and accept Allocation of CARES Act Public Health and Social Services Emergency Funds in the Amount of $84,529.51.

ATTACHMENTS: 1. Acceptance Terms and Conditions.
Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief ("Relief Fund") under Public Law 116-136 and retain that payment for at least 90 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient also apply to subrecipients and contractors, unless an exception is specified.

Relief Fund Payment from Initial $30 Billion General Distribution Terms and Conditions

- The “Payment” means the funds received from the Public Health and Social Services Emergency Fund ("Relief Fund"). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.

- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare or precluded from receiving payment through Medicare Advantage or Part D; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.

- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and that the Payment shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.

- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.

- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
The Recipient certifies that all information it provides as part of its application for the Payment, as well as all information and reports relating to the Payment that it provides in the future at the request of the Secretary or Inspector General, are true, accurate and complete, to the best of its knowledge. The Recipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information contained in this Payment application or future reports may be punishable by criminal, civil, or administrative penalties, including but not limited to revocation of Medicare billing privileges, exclusion from federal health care programs, and/or the imposition of fines, civil damages, and/or imprisonment.

Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than $150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for each project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation described in 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.

The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.
The following statutory provisions also apply:

**General Provisions in FY 2020 Consolidated Appropriation**

**SEC. 202. Executive Pay.** None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

**SEC. 210. Funding Prohibition for Gun Control Advocacy.** None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

**SEC. 503. Lobbying**

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research
SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515.

(a) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or
otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: Provided, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has
any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term ‘recipient of Federal funds’ includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions Trafficking in Persons
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either

   i. Associated with performance under this award; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term

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

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

   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

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

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

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

3. "Private entity":

   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

   ii. Includes:

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

       B. A for-profit organization.

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

Whistleblower Protections

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.
Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: https://forms.oig.hhs.gov/hotlineoperations/index.aspx
Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services
Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS
PO Box 23489
Washington, DC 20026

For additional information visit https://oig.hhs.gov/fraud/report-fraud/index.asp
SUBJECT: Hunter’s Ridge Conservation Area Borrow Pit Agreement.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: This agenda item has been prompted by the request from U.S. Capital Alliance, LLC, the developer of the Hunter’s Ridge Development of Regional Impact (DRI), for the County to execute the Second Amendment to the Conservation Park Area Agreement and accept the $10,000 payment to mitigate the County’s costs to repair and improve 40-Grade Road as originally required by the First Amendment.

The attached letter agreement supplements the Second Amendment to the Conservation Park Area Agreement and sets the deadline for completion of the excavation of the Borrow Pit at six (6) years following the date of execution of the Second Amendment. Upon execution of the Second Amendment, the developer will also present the County with the $10,000 check.

DEPARTMENT CONTACT: Growth Management Director Adam Mengel (386) 313-4065

REQUESTED ACTION: The Board:
1. authorize the Chairman to sign the letter agreement and the Second Amendment to the Conservation Park Area Agreement; and
2. accept the $10,000 payment.

ATTACHMENTS:
1. Letter Agreement
2. Second Amendment – attached copy as signed by developer, with attached copy of $10,000 check (the check will need to be reissued due to check date and the Amendment will be re-executed to coincide with the signature date)
3. County signature page for Second Amendment
LETTER AGREEMENT

This Letter Agreement dated ______ day of ____________________ of 2020 (hereafter “Effective Date”), entered between U.S. Capital Alliance, LLC, a Florida Limited Liability Company (hereafter “Developer”), and Flagler County, Florida, a political subdivision of the State of Florida (hereafter “County”), for the purpose of providing an initial start date and suspense date for the excavation of the Borrow Pit described in Section 5 of the Conservation Park Area Agreement dated April 24, 2017 and recorded on May 5, 2017 in Official Records Book 2203, Pages 1444 through 1486, Public Records of Flagler County, Florida, and as subsequently amended by a First Amendment dated August 27, 2018 and recorded on August 28, 2018 at Official Records Book 2302, Pages 1412 through 1416, Public Records of Flagler County, Florida, and as subsequently amended through the attached Second Amendment as approved by the Board of County Commissioners on June 17, 2019, and not yet executed or recorded.

As of the Effective Date, the Developer shall have six (6) years to complete the excavation of the Borrow Pit.

IN WITNESS WHEREOF, the parties have caused this Letter Agreement to be executed by their duly authorized representatives on the dates shown below.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW
Signed, sealed and delivered in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida Limited Liability Company

By: HRVR Manager, LLC,
a Florida Limited Liability Company
Manager of U.S. Capital Alliance, LLC,
a Florida Limited Liability Company

By: HRVR LLC,
a Florida Limited Liability Company
Manager of HRVR Manager, LLC,
a Florida Limited Liability Company

By: _______________________
Gregory Davis, Manager of HRVR LLC,
a Florida Limited Liability Company

Witnesses:

_____________________________
Print Name: ______________________

_____________________________
Print Name: ______________________

STATE OF _______________________
COUNTY OF ______________________

The foregoing instrument was sworn to and subscribed before me this _____ day of _______________ of 2020, by Gregory Davis, Manager of HRVR LLC, a Florida Limited Liability Company, as the Manager for HRVR LLC, a Florida Limited Liability Company, as manager for HRVR Manager, LLC, a Florida Limited Liability Company, as Manager of U.S. Capital Alliance, LLC, a Florida Limited Liability Company, who is personally known to me or who produced ______________________ as identification and who has sworn or affirmed that he has authority to sign this Letter Agreement on behalf of U.S. Capital Alliance, LLC, a Florida Limited Liability Company and to bind said company to the terms and conditions set forth herein.

_____________________________
Print Name: ______________________

Notary Public State of: ______________________

Commission No. ______________________

My Commission Expires: ______________________

(SEAL)
ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Date: 
Execution of this Letter Agreement was Authorized by the Board of County Commissioners at its public meeting held on August 3, 2020.

APPROVED AS TO FORM:

Al Hadeed, County Attorney
SECOND AMENDMENT
TO THE
CONSERVATION PARK AREA AGREEMENT

THIS SECOND AMENDMENT TO THE CONSERVATION PARK AREA AGREEMENT (the “Amendment”) is made and entered into this 4th day of March, 2019 (the “Effective Date”), by and between FLAGLER COUNTY, a political subdivision of the State of Florida, (the “County”), and U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company (the “Developer”). Together, the County and the Developer may be referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, the County and the Developer entered into that certain Conservation Park Area Agreement dated April 24, 2017, recorded on May 5, 2017 in Official Records Book 2203, Pages 1444-1486 of the Public Records of Flagler County, Florida, with First Amendment dated August 21st, 2018, recorded in Official Records Book 2302, Pages 1412-1416 of the Public Records of Flagler County, Florida, setting forth the terms and conditions pursuant to which certain mitigation activities may be conducted by the Developer on County owned land (the “Conservation Park Area Agreement”); and

WHEREAS, the Agreement further contemplates the construction of a borrow pit, and the Parties desire to amend and modify certain provisions in the Agreement, related thereto, all as more specifically set forth herein.

NOW, THEREFORE, in consideration of the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Developer hereby agree to amend and modify the Agreement as follows:

1. Recitals. The above recitals are true and correct and are agreed to by the County and the Tenant as if such recitals were fully set forth herein.

2. Definitions. All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Agreement.

3. Section 5 of the Agreement entitled “Soil Excavation/Borrow Pit” is hereby revised as follows:

   SECTION 5. EXCAVATION/BORROW PIT. The Developer may be permitted to engage in soil excavation for a borrow pit (the “Borrow Pit”) within the north section of the Conservation Park Area, as generally depicted in Exhibit “C” attached hereto, provided that such activity is deemed by the County to be consistent with the terms and conditions of the Joint Stipulation. In such an event, the Developer shall be entitled to retain any and all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 20 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the “Excavation Plan”), which shall be agreed upon by the Developer and the County Administrator, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland area, and for integrating the Borrow Pit with the

Page 1 of 5
existing pond as depicted in Exhibit “C”. The Excavation Plan shall also include a requirement for the Developer to post a bond or other form of financial security to guarantee its performance. The Developer shall be responsible for obtaining all associated county, state, and federal regulatory permits and approvals on or before February 1, 2019 including, but not limited to, an amendment to the Conservation Easement, if required. Developer shall complete all excavation and reclamation activities within 365 days after construction of the Borrow Pit is initiated. The Developer agrees to indemnify, defend and hold harmless the County from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Developer, its agents, servants, employees, or others under the Developer’s direction or control; and to pay the County all losses, damages, expenses, costs, and attorney’s fees, that the County sustains because of a default by the Developer under its permits.

In anticipation of roadway wear and tear from Borrow Pit construction, Developer agrees to contribute $16,000 to Flagler County to be utilized for Conservation Area 40-Grade Road improvements. These funds will be utilized by Flagler County to improve 40-Grade Road prior to heavy truck traffic from Borrow Pit and silviculture activities.

The financial assurance discussed in the preceding paragraph shall be callable by Flagler County and be composed as follows:

- 100% of the costs of restoration expenses. The restoration costs shall be reviewed and approved by Flagler County.
- ¼ of the total construction cost per all active phases. The construction costs shall be reviewed and approved by Flagler County. Phases are identified in the “Hunters Ridge Fire Lake” plans, file no. 1609-1, date 06-14-2018, as follows:

CONSTRUCTION SEQUENCE:

1. EROSION CONTROL/SITE PREP (30 DAYS)
   1.1. ENSURE THE ABILITY OF THE EXISTING ACCESS ROAD TO SUPPORT CONSTRUCTION MATERIAL
   1.2. INSTALL PERIMETER SILT FENCE FOR ONSITE AND OFFSITE AREAS
   1.3. INSTALL CULVERT FOR (ONSITE & OFFSITE IF NECESSARY)
   1.4. INSTALL ENTRANCE ROAD AND SWALE (ONSITE & OFFSITE)
   1.5. CLEAR AREA WITHIN SILT FENCE, AS SHOWN ON EROSION CONTROL PLAN (ONSITE & OFFSITE)
   1.6. INSTALL DOUBLE SILT FENCE FOR STOCKPILE AREA WITHIN SITE
   1.7. INSTALL RIM DITCH SURROUNDING BORROW AREAS
   1.8. INSTALL PUMPS AND DISCHARGE PIPE
   1.9. EXCAVATE CELL 2 AS SHOWN TO 25 FT NAVD, ENSURE 27 FT TOB
   1.10. INSTALL WEIR WITHIN CELL 2

2. PHASE I (90 DAYS)
   2.1 INSTALL SOCK DRAINS 2’ BELOW EXCAVATION DEPTH OF 16’ NAVD IN CELL 1
   2.2 CONNECT TO PUMP AND BEGIN TO DRAWDOWN WATER, DISCHARGING TO CELL 2
   2.3 EXCAVATE & STOCKPILE MATERIAL ON SITE, OFFSITE AS NEEDED
3. PHASE II (80 DAYS)
   3.1 INSTALL SOCK DRAINS 2' BELOW EXCAVATION DEPTH OF -4' NAVD IN CELL 1
   3.2 CONNECT TO PUMP AND BEGIN TO DRAWDOWN WATER, DISCHARGING TO CELL 2
   3.3 EXCAVATE & STOCKPILE MATERIAL ON SITE, OFFSITE AS NEEDED

4. PHASE III (70 DAYS)
   4.1 RECREATE CELL 2 BOUNDARY, AND EXTEND LIMITS OF CELL 1 FOR OPERATION AS A DISCHARGE LOCATION
   4.2 INSTALL WEIR SURROUNDING CELL 1 AND ENSURE TOB IS AT 27' NAVD
   4.3 INSTALL SOCK DRAINS 2' BELOW EXCAVATION DEPTH OF 16' NAVD IN CELL 2
   4.4 CONNECT TO PUMP AND BEGIN TO DRAWDOWN WATER, DISCHARGING TO CELL 1
   4.5 EXCAVATE & STOCKPILE MATERIAL ON SITE, OFFSITE AS NEEDED

5. PHASE IV (60 DAYS)
   5.1 INSTALL SOCK DRAINS 2' BELOW EXCAVATION DEPTH OF -4' NAVD IN CELL 2
   5.2 CONNECT TO PUMP AND BEGIN TO DRAWDOWN WATER, DISCHARGING TO CELL 1
   5.3 EXCAVATE & STOCKPILE MATERIAL ON SITE, OFFSITE AS NEEDED

6. CLOSE OUT (30 DAYS)
   6.1 REMOVE CULVERT, RIM DITCH AND ACCESS ROAD
   6.2 REMOVE ALL STOCKPILED MATERIAL TO OFFSITE STOCKPILE LOCATION UNTIL APPROPRIATELY DRIED
   6.3 REMOVE STOCKPILE AREA
   6.4 FORM BOUNDARY OF FIRE LAKE
   6.5 EXCAVATE FIRE LAKE TO MINIMUM 8' DEPTH
   6.6 CREATE DITCH BLOCK OFFSITE AS INDICATED ON CLOSEOUT PLANS
   6.7 REVEGETATE/RESTORE/REPLANT

4. Except as specifically modified hereby, all terms and conditions set forth in the Agreement remain unmodified and in full force and effect. The County and the Developer each represent, warrant and acknowledge to each other that there are no other amendments modifications or supplements to the Agreement other than those amendments set forth in this Amendment. In the event of any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall prevail and control.

(The Remainder Of This Page Intentionally Left Blank)
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the dates shown below.

Signed, sealed and delivered in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

By: HRVR Manager LLC, a Florida limited liability company
Manager of U.S. Capital Alliance, LLC, a Florida Limited liability company

By: HRVR LLC, a Florida limited liability company,
Manager of HRVR Manager LLC, a Florida limited liability company

By: Gregory Davis, Manager of HRVR LLC, a Florida limited liability company

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was sworn to and subscribed before me this 4th day of MARCH 2020, by Gregory Davis, Manager of HRVR LLC, a Florida limited liability company, as the Manager for HRVR LLC, a Florida limited liability company, as Manager for HRVR Manager LLC, a Florida limited liability company, as Manager of U.S. Capital Alliance, LLC, a Florida limited liability company, who is personally known to me or who produced DRIVERS LICENSE as identification and who has sworn or affirmed that he has authority to sign the Amendment on behalf of U.S. Capital Alliance, LLC, a Florida limited liability company and to bind said company to the terms and conditions set forth herein.

Print Name: JASON JUSTESEN
Notary Public State of ARIZONA
Commission No. 546660
My Commission Expires: 7/18/22
ATTEST

Donald T. O'Brien, Jr., Chair

Date:
Execution of this Agreement was authorized by the Board of County Commissioners at its public meeting held on June 17, 2019.

APPROVED AS TO FORM:

Al Hadeed, County Attorney
Fletcher County

TO THE

PAY, Ten Thousand and 00/100 Dollars

 PAY

DATE 3/6/2020

Mesa, AZ 85204
Suite B-10
1819 E. Southern Avenue
Paramount Capital LLC

This check was void without a written endorsement and a signature of the payee on the back.

Name: Paramount Capital LLC

Value: $10,000.00

Check Date: 3/6/2020

Payee: Paramount Capital LLC

$10,000.00
FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

David C. Sullivan, Chair

Date: ____________________________
Execution of this Agreement was authorized by the Board of County Commissioners at its public meeting held on June 17, 2019

ATTEST

____________________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

____________________________________
Al Hadeed, County Attorney
SUBJECT: Consideration of Flagler County Contract No. 19-008Q, which establishes the Scope of Services and Compensation for GAI Consultants, Inc. for Construction Administration Services during the Rehabilitation of Runway 6-24 for the Flagler Executive Airport in the Amount of $402,550.00.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: On June 15, 2020 the BOCC accepted an FAA Grant Offer for $6,769,818 and FDOT’s First Amendment to the PTGA for $1,976,484, which when combined will fund 100% of the costs for the construction to rehabilitate Runway 6-24 and the construction observation and administrative services. The total cost of this project is $8,746,302 (FAA $6,769,818, FDOT $1,976,484, Airport Enterprise Fund $0). With this action, staff is bringing forward for consideration Flagler County Contract No. 19-008Q, which establishes the Scope of Services and Compensation for GAI Consultants, Inc. for Construction Administration Services during the Rehabilitation of Runway 6-24.

This project includes rehabilitating the entire Runway 06-24 pavement at a published length of 5,000 feet and a width of 100 feet, the addition of new Medium Intensity Runway Lights (MIRLs), Runway End Identifier Lights (REILs) on each end and an aircraft run-up area. A new electrical vault will be constructed on the southeast side of the Airport near the Airport Traffic Control Tower.

This contract is for the construction administration services during the rehabilitation of Runway 6-24. GAI will provide construction administration, which includes a full time Resident Engineer who will observe the construction to monitor the progress and quality of the Contractor’s work to determine if the work is proceeding in conformity with the contract documents. GAI will also be responsible to overseeing the quality assurance material testing and AGIS post construction survey. Additionally, the consultant will aid Flagler County staff by acting as its liaison and project coordinator with the FAA and FDOT during the construction of the project.

FUNDING INFORMATION: The BoCC has accepted FAA and FDOT grants associated with the construction to rehabilitate Runway 6-24, totaling $8,746,302. This portion of the project is funded at 100% by these grants. Funding was recognized and appropriated in account 401-8298-542.63-10, Project #050504.

DEPT./CONTACT/PHONE #: Airport Director, Roy Sieger, 313-4220

RECOMMENDATIONS: Request the Board approve the Flagler County Contract No. 19-008Q for GAI Consultants, Inc. 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. Flagler County Contract No. 19-008Q for GAI Consultants, Inc.
FLAGLER COUNTY CONTRACT NO. 19-008Q

Professional Services - Construction Services
for the Rehabilitation of Runway 6-24
at Flagler Executive Airport

This Contract establishes the Scope of Services and Compensation for specific work to be performed by GAI CONSULTANTS, INC. (“Consultant”) under FLAGLER COUNTY Contract No. RSQ 19-008Q, including any addenda and the Consultant’s submission, which are incorporated by reference into this Contract.

PROJECT DESCRIPTION: The Consultant shall provide construction phase services for the Rehabilitation of Runway 6-24 project at Flagler Executive Airport (the “Project”). The Project includes paving, grading and drainage for rehabilitation of Runway 6-24, and the addition of an aircraft runup apron on the Runway 24 end. Also included are airfield directional signage, runway and taxiway lighting improvements, electrical vault modifications and airfield pavement markings.

I. SPECIFIC SCOPE OF SERVICES:

Task 1 – Construction Contract Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor’s work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the Consultant shall aid the County, as Sponsor of the Construction Contract, by acting as its liaison and as Project coordinator with the FAA and FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

1. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agency.

2. During Construction Phase, aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.

3. Schedule and conduct a pre-construction conference. Prepare and distribute minutes.

4. Schedule and conduct weekly construction coordination meetings. Prepare and distribute minutes. The Project Manager will attend twenty (20) meetings in person and the remainder by conference call.

5. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.

6. Review alternative construction methods proposed by the Contractor and advise the Sponsor of the impact of these methods on the schedule and quality of the Project.

7. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the Sponsor in resolving contractor claims and
disputes.

8. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the Sponsor when necessary.

9. Prepare, review, and approve monthly and final payments to Contractor(s).

10. Participate in final inspections of the completed Project with the Sponsor’s airport personnel, FAA, FDOT, and the Contractor.

11. Furnish the Sponsor one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident engineer based upon Contractor-provided information.

12. Issue certificates of construction completion to the Sponsor, FAA and FDOT.

13. Perform an orderly closeout of the Project as required by the Sponsor, FAA and FDOT.

Task 2 - Construction Observation

The construction observation phase shall consist of construction observation by a full-time resident engineer (the “Engineer”) who will:

1. Maintain Project records and documentation in accordance with FAA and FDOT requirements.

2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the Sponsor as to their acceptability.

3. Observe the Work to determine general conformity with the Construction Contract Documents and to ascertain the need for correction or rejection of the Work.

4. Attend and conduct pre-paving and pre-installation conferences and weekly progress meetings.

5. Observe testing and inspection. Arrange for or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project.

6. Collect weekly payrolls for Davis Bacon Act Compliance and review prior to each pay estimate.

The Consultant agrees to perform the services in the Construction Observation Phase of this Project during the Construction Contract period, estimated to be as follows:

<table>
<thead>
<tr>
<th>Pre-Construction:</th>
<th>Resident Eng.</th>
<th>40 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection:</td>
<td>Resident Eng.</td>
<td>180 days @ 10 hrs/day</td>
</tr>
<tr>
<td>Post-Construction:</td>
<td>Resident Eng.</td>
<td>40 hours</td>
</tr>
</tbody>
</table>

Task 3 – Quality Assurance Material Testing

During the construction phase, the Consultant shall procure an engineering laboratory, who shall consult with and advise the Consultant’s Engineer concerning geotechnical considerations affecting construction of those portions of the Project for which the Engineering Laboratory is to render QA Material Testing services. In connection with observations of the Contractor’s work
in progress, the Engineering Laboratory shall:

1. Make visits to the site at intervals appropriate to the various stages of construction as requested by the Engineer to perform on-site quality control inspections and/or field tests to ensure compliance of the Contractor's work with Contract Documents. The Engineering Laboratory shall notify the Engineer of its findings on a daily basis. If compliance is not being met, the Engineering Laboratory shall notify the Engineer immediately.

2. Collect such samples and perform such tests as are necessary to check the Contractor's work for compliance with the Contract Documents.

3. The Engineering Laboratory shall provide the following:
   a. Laboratory Supervisor. The Laboratory Supervisor shall be an employee of the Engineering Laboratory and shall have prior quality control experience on a project of comparable size and scope.
   b. Asphalt Technician. The Engineering Laboratory shall provide a sufficient number of Asphalt Technicians to adequately inspect the contractor's production.
   c. Soils/Concrete Technician. The Engineering Laboratory shall provide a sufficient number of Soils/Concrete Technicians to adequately inspect the contractor's operations.
   d. Field and laboratory reports covering the investigations and analyses

4. The Engineering Laboratory shall advise the Engineer concerning special monitoring, testing or redesign required because of unforeseen conditions encountered during construction.

5. The Engineering Laboratory shall communicate with Contractor(s) only through, or with the knowledge of, the Engineer.

Task 4 - AGIS Post Construction Survey

This scope is in accordance with the FAA Advisory Circulars 150/5300-16A, -17C, and -18B, change 1, with further guidance from the FAA Southern Region (ASO) and the Office of Airports Safety and Standards (AAS) in Washington, D.C.

This Project requires a survey that meets the specifications of a “Safety Critical Data Collection, Including Design Data” project type. This Project will include an Airport Airspace Analysis Survey (AAAS) of the proposed Runway 06/24 Approaches and an as-built survey after construction is completed. The AAAS for this Project will follow the standards for a Vertically Guided Runway survey.

The Project will be focused around performing two main tasks:

2. As-built survey to determine the post construction runway end coordinates and any new or modified NAVAIDS.

The two elements of the scope are further described as follows:


1. Assist the airport in initiating the AGIS projects necessary for the completion of this Project on the AGIS web portal.
   a. Develop SOW and plans as required
   b. A Safety Critical, Including Design Data project will be established for the airspace analysis component of this survey.
2. FIN does not possess Primary and Secondary Airport Control Station (PACS/SACS). Temporary Survey Marks (TSMs) will be utilized as the basis of control in accordance with AC 150/5300-16A.
3. Establish photogrammetric control and collect stereo imagery covering the surface area defined
by the Vertically Guided Runway standards.
   a. Estimated 20 control points and 5 check points
   b. Collect imagery at an equivalent imagery scale of 1” = 800’, producing a pixel
      resolution of 0.5’.
   c. Imagery Limits are defined by the obstruction surfaces specified in this scope.
   d. All imagery will be collected with leaf-on conditions.
5. Runway critical point survey on all usable runways.
   Note: Runway 18W/36W will not be included in this survey. Published coordinates will be used.
6. Runway profile survey on all usable runways.
7. Navigational aid inventory for NAVAIDs associated to the airport (within 10 NM of ARP) including
   the associated perpendicular points.
8. Obstruction analysis for objects penetrating the Vertically Guided surfaces.
   a. Objects will be collected following the Object Density Selection Criteria in Section
      2.7.1.6 of AC 150/5300-18B, change 1. Which calls for the lower obstacle within 100
      feet of each other to be omitted within the first 10,000’ of an approach and 500 feet
      outside of the first 10,000’ of an approach.
   a. Pixel resolution of 0.5-feet over the limits of the Project.
10. Collect major landmark features within imagery coverage.
11. Develop an AGIS compliant data file containing the safety critical data required to start instrument
    approach procedure development.
12. Develop the final reports to AGIS.

Element 2 – As-built survey and AGIS deliverables for post 06/24 construction.
1. Establish photogrammetric control and collect stereo imagery covering the immediate airport
   vicinity and obstruction clearing areas, to capture as-built conditions.
   a. Estimated 10 control points and 5 check points.
   b. Collect imagery at an equivalent imagery scale of 1” = 800’, producing a pixel
      resolution of 0.5’.
   c. Imagery Limits will be the immediate airport vicinity and any obstruction clearing
      areas, to capture only the as-built conditions.
2. Geo-referencing of aerial photography
3. Runway critical point survey on the newly constructed Runway 06/24.
4. Runway profile survey on 06/24.
5. Navigational aid inventory for new or modified NAVAIDs associated with the construction Project.
   a. Pixel resolution of 0.5-feet over the immediate airport vicinity.
7. Update the AGIS compliant data file containing the as-built safety critical data required to finalize
   instrument approach procedure development.
8. Develop the final reports to AGIS.

II. COMPENSATION AMOUNT
   o GAI will perform the services described herein for tasks identified in the Scope of Services
     billed on a Lump sum basis for a fee of $402,550;
   o Invoiced on a monthly basis, in proportion to the percentage of completion; and
   o A progress report or other means of verification will be provided with each invoice
attesting to the work performed.

II. PROJECT DELIVERABLES
The Consultant will assemble and provide:
  o Verification of a Pre-construction Conference and Conference Minutes;
  o Construction Observation and Inspection Reports;
  o Record Drawings for the completed Project;
  o Final Inspection and Closeout Documentation;
  o QA Material Testing results and reports; and
  o AGIS as-built survey.

IV. PROJECT SCHEDULE
The Construction Phase of the Project is anticipated to take 250 calendar days from receipt of a Notice to Proceed from the County.

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 & Comptroller

____________________________

DAVID C. SULLIVAN, CHAIR

(Date Signed)

SEAL:

APPROVED–AS-TO-FORM

____________________________

AL HADEED, COUNTY ATTORNEY

As authorized for execution by the Board of Flagler County Board of County Commissioners at its August 3, 2020 regular meeting.

[This space intentionally left blank. Signature page to follow.]
[End of Contract]
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7m

SUBJECT: Consideration of the Agreement for Construction of Runway 6-24 Rehabilitation, which establishes the Scope of Services and Compensation for Halifax Paving, Inc. for the Construction Services to Rehabilitation of Runway 6-24 for the Flagler Executive Airport in the Amount of $8,139,652.24.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: On June 15, 2020 the BOCC accepted an FAA Grant Offer for $6,769,818 and FDOT’s First Amendment to the PTGA for $1,976,484, which when combined will fund 100% of the costs for the construction to rehabilitate Runway 6-24 and the construction observation and administrative services. The total cost of this project is $8,746,302 (FAA $6,769,818, FDOT $1,976,484, Airport Enterprise Fund $0). Additionally, on June 15, 2020, the BOCC approved Bid Award 20-045B to Halifax Paving, Inc. With this action, staff is bringing forward for consideration the Agreement for Construction of Runway 6-24 Rehabilitation, which establishes the Scope of Services and Compensation for Halifax Paving, Inc. for Construction Services during the Rehabilitation of Runway 6-24.

This contract is for the construction services during the rehabilitation of Runway 6-24. This project includes rehabilitating the entire Runway 06-24 pavement at a published length of 5,000 feet and a width of 100 feet, the addition of new Medium Intensity Runway Lights (MIRLs), Runway End Identifier Lights (REILs) on each end and an aircraft run-up area. A new electrical vault will be constructed on the southeast side of the Airport near the Airport Traffic Control Tower.

FUNDING INFORMATION: The BoCC has accepted FAA and FDOT grants associated with the construction to rehabilitate Runway 6-24, totaling $8,746,302. This portion of the project is funded at 100% by these grants. Funding was recognized and appropriated in account 401-8298-542.63-10, Project #050504.

DEPARTMENT CONTACT: Airport Director, Roy Sieger, 313-4220

RECOMMENDATIONS: Request the Board approve the Agreement for Construction of Runway 6-24 Rehabilitation for Halifax Paving, Inc. 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. Agreement for Construction of Runway 6-24 Rehabilitation for Halifax Paving, Inc.
AGREEMENT
FOR CONSTRUCTION OF
RUNWAY 6-24 REHABILITATION

ITB 20-045B
FAA AIP Grant No. 3-12-0009-020-2020
FDOT FM No. 404921-1-94-01

THIS AGREEMENT entered into by and between the Flagler County Board of County Commissioners, having an address at 1769 E. Moody Blvd., Bunnell, FL 32110 (hereinafter called Owner) and Halifax Paving, Inc. having an address at 814 Hull Road, Ormond Beach, FL 32174 (hereinafter call Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Runway 6-24 Rehabilitation Contract as defined in Article 6 below (the “Contract”).

ARTICLE 2 – CONTRACT TIMES

2.1 Contract Time. The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 “Failure to Complete on Time”, and accepted in accordance with General Provisions Section 50-15 “Final Acceptance”. In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.

2.2 Damages for Delay in Completion. If the Work is incomplete after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 “Determination and Extension of Contract Time”, the sum stipulated in General Provisions Section 80-08 “Failure to Complete on Time” will be deducted from any money due or to become due the Contractor or its surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages, including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 – CONTRACT PRICE

3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total Base Bid and awarded Bid Schedule items in the amount of $8,139,652.24, hereby identified as the Contract Price, as shown in the Contractor’s Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 “Consideration of Proposals” if applicable.

3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated, and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work of materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with the General Provisions Section 90, “Measurement and Payment”.

AGREEMENT - 1
ARTICLE 4 – PAYMENT PROCEDURES

4.1 Partial Payments. Partial payments will be made at least once per month based on the Engineer’s estimate in accordance with General Provisions Section 90, “Measurement and Payment”. Progress payments will be made in accordance with General Provision Section 90-06, “Partial Payments”.

4.2 Retainage. From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, “Partial Payments”, will be deducted and retained by the Owner until the final payment is made.

4.3 Final Payment. Final Payment will be made in accordance with General Provisions Section 90-09, “Acceptance and Final Payment”.

ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract including Addenda.

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor’s purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.

5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.

5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the
extent the Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 6 – CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

6.1 The Contractor’s Bid Proposal with discrepancies corrected.
6.2 This Agreement.
6.3 The Contractor’s Performance Bond and Payment Bond.
6.4 The Contractor’s Certificates of Insurance.
6.5 The Notice of Award and Notice to Proceed.
6.6 The General Provisions, Special Provisions, and Technical Specifications, which are a part of the Contract. FAA AIP Project No. 3-12-0009-020-2020, FDOT FM No. 404921-1-94-01.
6.7 The Regulations, DBE Requirements, and Federal Wage Rates
6.8 The Contract Drawings
6.9 The permits as listed in the Table of Contents
6.10 Flagler County Invitation to Bid No. 20-045B including the Addenda listed below:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>04-17-2020</td>
</tr>
<tr>
<td>2</td>
<td>05-07-2020</td>
</tr>
</tbody>
</table>
6.11 There are no documents other than those listed above in this Article 6. The Contractor may only be modified by Supplemental Agreement.

ARTICLE 7 – MISCELLANEOUS

7.1 Terms used in this Agreement shall have the meanings in the General Provisions Section 10, “Definition of Terms”.

7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.

7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.5 Grant Agreements. The work to be performed under this Contract is being funded in part with funds received from the Federal Aviation Administration through an Airport Improvement Program (“AIP”) Grant No. 3-12-0009-020-2020, effective June 5, 2020; and State of Florida, Department of Transportation through a Public Transportation Grant Agreement (“PTGA”) FM No. 404921-1-94-01, effective July 31, 2019 and amended June 24, 2020. The Contractor shall comply with any and all requirements of the grants in performing the services authorized herein. To the extent any applicable statutes, rules, regulations, or the grants themselves, require the inclusion of any language into the Contract between the County and the Contractor, such language shall be deemed included and made a part of this Contract by reference as if fully reproduced herein.

7.6 Public Records. Pursuant to Section 119.0701(2), Florida Statutes, the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor must:

(a) Keep and maintain public health records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to: meeting notes, daily progress reports, correspondence, test result reports, videos, progress schedule updates, and certifications; and

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Contractor shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Contractor and consult with the County to ensure the request is responded to in accordance with the law. The Contractor shall promptly provide the County with a copy of the Contractor’s response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate this Contract and to pursue any other remedies against the Contractor available in equity or at law.
IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4039, JMURPHY@FLAGLERCOUNTY.ORG, OR FLAGLER COUNTY PUBLIC INFORMATION OFFICER, 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

IN WITNESS WHEREOF, Owner and Contractor have signed four (4) copies of this Agreement. This Agreement will be effective on the date and year of the last party to execute the Agreement, as set forth below.

ATTEST: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

______________________________    _______________________________
Tom Bexley, Clerk of the Circuit    David C. Sullivan, Chair
Court & Comptroller

Date Signed: ______________________

SEAL: BCC Approval Date: August 3, 2020.

APPROVED-AS-TO-FORM

______________________________
Al Hadeed, County Attorney

[This space intentionally left blank. Signature page to follow.]
Flagler Executive Airport – Runway 6-24 Rehabilitation

ATTEST:

BY: _____________________________
   (Signature)

_______________________________
   (Typed or Printed Name)

_______________________________
   (Title)

CONTRACTOR:

BY: _____________________________
   (Signature)

_______________________________
   (Typed or Printed Name)

_______________________________
   (Title)

Date Signed: _________________

CORPORATE SEAL:

END OF AGREEMENT

AGREEMENT - 6
SUBJECT: Consideration of Work Authorization No. WA-5, which establishes the Scope of Services and Compensation for Hoyle, Tanner & Associates, Inc. under Flagler County Contract RSQ 18-026Q to conduct Construction Observation Services during the Rehabilitation of Runway 6-24 for the Flagler Executive Airport in the Amount of $202,400.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: On June 15, 2020 the BoCC accepted an FAA Grant Offer for $6,769,818 and FDOT’s First Amendment to the PTGA for $1,976,484, which when combined will fund 100% of the costs for the construction to rehabilitate Runway 6-24 and construction observation and administrative services. The total cost of this project is $8,746,302 (FAA $6,769,818, FDOT $1,976,484, Airport Enterprise Fund $0). With this action, staff is bringing forward for consideration Work Authorization No. WA-5, which establishes the Scope of Services and Compensation for Hoyle, Tanner & Associates, Inc. for construction observation services during the Rehabilitation of Runway 6-24.

This project includes rehabilitating the entire Runway 06-24 pavement at a published length of 5,000 feet and a width of 100 feet, the addition of new Medium Intensity Runway Lights (MIRLs), Runway End Identifier Lights (REILs) on each end and an aircraft run-up area. A new electrical vault will be constructed on the southeast side of the Airport near the Airport Traffic Control Tower as well.

This contract is for construction observation services during the rehabilitation of Runway 6-24. HTA will provide construction observation, which includes one full-time inspector who will monitor the progress and quality of the Contractor’s work to determine if the work is proceeding in conformity with the contract documents.

FUNDING INFORMATION: The BOCC has accepted FAA and FDOT grants associated with the construction to rehabilitate Runway 6-24, totaling $8,746,302. This portion of the project is funded at 100% by these grants. Funding was recognized and appropriated in account 401-8298-542.63-10, Project #050504.

DEPARTMENT CONTACT: Airport Director, Roy Sieger, 313-4220

RECOMMENDATIONS: Request the Board approve the Work Authorization No. WA-5 under Flagler County Contract RSQ #18-026Q for Hoyle, Tanner & Associates, Inc., 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:
This Work Authorization No. 5 establishes the Scope of Services and Compensation for specific work to be performed by Hoyle, Tanner & Associates, Inc. (“Consultant”) for the Flagler County Board of County Commissioners (“County”) under FLAGLER COUNTY Contract No. RSQ #18-026Q, which is incorporated herein by this reference.

The Scope of Services to be provided by Consultant consists of the following:

Project Background / Summary

I. Specific Scope of Services

The construction management services for this project include the full time observation for the Rehabilitation of Runway 6-24 at the Flagler Executive Airport, a project funded by the Federal Aviation Administration (“FAA”) and the Florida Department of Transportation (“FDOT”).

PROJECT DESCRIPTION

The proposed project generally consists of the rehabilitation of Runway 6-24 including the construction of a new runup area for Runway 24, vault modifications, lighting, signage and markings (the “Project”).

CONSTRUCTION OBSERVATION PHASE

The construction of the Project includes the following:

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
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<tbody>
<tr>
<td>Pre-Construction Coordination</td>
<td>20</td>
</tr>
<tr>
<td>On-Site Observation</td>
<td>1800</td>
</tr>
<tr>
<td>Post-Construction Coordination</td>
<td>20</td>
</tr>
</tbody>
</table>

The construction observation phase shall consist of construction observation by one full-time resident engineer who will also:

1. Maintain project records and documentation in accordance with FAA and FDOT requirements.

2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the County as to their acceptability.

3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work.

4. Attend pre-paving and pre-installation conferences and weekly progress meetings.

5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project;
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the County, FAA and FDOT.

7. Collect weekly payrolls for Davis Bacon Act Compliance and review prior to each pay estimate.

ADDITIONAL SERVICES

When required by the County in circumstances beyond Consultant’s control, Consultant shall furnish or obtain from others, as circumstances require during construction, additional services of the types listed in paragraphs 1 through 8 below, inclusive. These services are not included as part of construction observation services listed above. Consultant shall not provide any such Additional Services without written approval from the County.

1. Services in connection with work directive changes and change orders to reflect changes requested by County.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.

3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.

5. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.

6. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the County and the selected contractor.

7. Preparation of modifications to the Project requested by the County and/or relative to Items 1 and 2 above that would necessitate changes to those permit(s) initially submitted and which would trigger the preparation of permit modifications as may be required for permitting agency/(lies) compliance.

8. Assistance in gaining any other permits other than those identified herein.

II. Compensation Amount

Lump Sum Total Cost for Construction Observation Services - $202,400.00
III. Project Deliverables

- Payment will be made in accordance with the Florida Local Government Prompt Payment Act for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Construction Observation and Inspection Reports
- Final Inspection Closeout Documentation Review

IV. Project Schedule

The Consultant agrees to provide Construction Observation Services for the duration of the construction contract – 240 calendar days.

V. The provisions of this Work Authorization No. 5 are subject to all terms and conditions of FLAGLER COUNTY Contract No. RSQ #18-026Q.

[This space intentionally left blank. Signature Pages to Follow.]
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 & Comptroller

_______________________
DAVID C. SULLIVAN, CHAIR

(Date Signed)

RECOMMENDED: 

_______________________
ROY SIEGER, AIRPORT DIRECTOR

_______________________
AL HADEED, COUNTY ATTORNEY

As authorized for execution by the Board of Flagler County Board of County Commissioners at its August 3, 2020 regular meeting.
WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ #18-026Q
Work Authorization No. WA-5

ATTEST:

________________________________________
(Signature)

Wilbur J. Mathurin
(Typed or Printed Name)

Vice President
(Title)

CORPORATE SEAL:

________________________________________
(Date Signed)

CONSULTANT: HOYLE, TANNER & ASSOCIATES, INC.

________________________________________
(Signature)

Douglas N. Norman
(Typed or Printed Name)

Sr. Vice President
(Title)
SUBJECT: Consideration of a Space/Use Agreement between Flagler County and the Department of Health – Flagler for Office Space in a County facility located at 120 Airport Road, Suite 2, Flagler Executive Airport.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: The Department of Health–Flagler desires to lease 2,500 sq. ft. of office space located on the 2nd floor of the Airport Professional Center. The office space will be utilized for operations associated with the response to the COVID-19 pandemic, which will support the Community Testing Team of Registered Nurses and Internal Call Center personnel.

The Space/Use Agreement for the Board’s consideration and approval is for an initial term of five (5) months with a provision to renew on a month-to-month basis as needed for the response to the COVID-19 pandemic. The lease payment is $3,125.33, with an additional $833.33 per month for Common Area Maintenance (CAM).

FUNDING INFORMATION: This lease revenue was previously budgeted in FY20 under a different tenant, US Patriot Title, LLC (Space Use Agreements 401-0000-344.10-20 and CAM 401-000-344.10-25).

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

RECOMMENDATION: Request the Board approve the Space/Use Agreement for the County facility located at 120 Airport Road, Suite 2, Flagler Executive Airport to the Department of Health-Flagler.

ATTACHMENTS:
1. Proposed Space/Use Agreement, with Exhibits A & B
FLAGLER COUNTY
SPACE USE AGREEMENT

FLAGLER COUNTY, a political subdivision of the State of Florida, (the “County”), by its execution hereof, hereby authorizes Department of Health-Flagler, (the “Tenant”), to occupy space at the Flagler County Airport for the purpose or purposes and on the terms and conditions hereinafter stated. The County and the Tenant are hereinafter collectively referred to as the “Parties” and individually referred to as “Party”.

1. Tenant. The name, address and telephone number of the Tenant is as follows:

Name: Department of Health-Flagler
Address: 120 Airport Road, Suite 2A
Palm Coast, FL 32164

Contact: Robert Synder
Telephone: Fax: N/A
E-mail

Tenant Financial Billing Contact(s):

Name:
Address: 120 Airport Road, Suite 2A
Palm Coast, FL 32164

Telephone: Fax:
E-mail

Tenant - 24 Hour Emergency Contacts – minimum of 2 contacts required

Name:
Address:

Telephone: Telephone:
2. **Assigned Space.** For and in consideration of the covenants and obligations specified in this Agreement, the County hereby leases 2,500 square feet of Office space on the 2nd Floor of the Airport Corporate Center depicted on Exhibit “A” located at 120 Airport Road, Palm Coast, Florida (hereinafter the “Assigned Space”), to the Tenant, and the Tenant leases the Assigned Space from the County, all subject to the terms, conditions and limitations herein expressed. The Assigned Space includes access to a shared paved car parking lot, entryways and driveways, as further depicted on Exhibit “B”, attached hereto and incorporated herein by reference, as well as access to the corridors, restrooms, the entryway, the lobby and elevators, and sidewalks (the “Common Areas”), subject to the County’s reasonable written rules and regulations which shall not adversely affect the Tenant’s right to use the Assigned Space.

3. **Use of Assigned Space.**

   A. The Tenant shall use the Assigned Space for operations associated with the response to the COVID-19 pandemic, which will support the Community Testing Team of Registered Nurses and Internal Call Center personnel. Said use and operations shall comply with all rules and regulations of the Federal Aviation Administration, the Florida Department of Transportation, the Flagler County's Airport Master Plan, and applicable state and local rules, regulations and ordinances. The Tenant may also use the Assigned Space for any other legal and lawful purpose that is approved, in writing, by the County Administrator and providing such uses are in compliance with all federal, state, and local regulations, including but not limited to, permitting and parking.

   B. The Parties agree that the manner in which the Assigned Space is used, developed, operated and maintained is important to the County by reason of its interest in having a premier airport facility for use by the County residents and visitors to the County. The Tenant therefore agrees to develop, operate and maintain the Assigned Space consistent with the standards agreed upon herein.

   C. In no event shall the Assigned Space be used for any purpose which would constitute a public or private nuisance or waste, or any use not specifically permitted in this Agreement. The County shall have the right to terminate this Agreement in accordance with the procedures set forth in Paragraph 12(J), should Tenant utilize the Assigned Space in any manner inconsistent with the approved uses set forth herein.

   D. Notwithstanding anything herein to the contrary, all activities conducted upon the Assigned Space shall be under the exclusive control, management and direction of the Tenant. Such activities shall include, but not be limited to, the operation of the
Department of Health-Flagler activities, providing for security of the Assigned Space and of its property, and the maintenance and upkeep of the Assigned Space in a safe, neat and clean condition. The County will have no involvement or role in the conduct of the Tenant's business or operations in any manner.

4. **Rent.**

   **A. Rent Payments.** The Tenant agrees to pay the County rent payments in the amount of $15.00 per square foot/per year for the Assigned Space, for a total of **Three Thousand One Hundred Twenty-Five Dollars ($3,125.00)** per month, plus applicable sales tax ("Base Rent"). Base Rent payments shall be paid, in advance, on the first day of each calendar month. The first payment shall be due upon execution of this Agreement. The first payment shall be in the amount of any pro-rated amounts due, in the event the Tenant takes possession of the Assigned Space prior to the 1st of the month.

   **B. Additional Rent Payments.** In addition to the payment of Base Rent, the Tenant agrees to pay the County for common area maintenance expenses which are incurred by the County for the administration, cleaning, maintenance and repair of the Airport Corporate Center building (the “Building”) and property which shall include, but not be limited to, gardening and landscaping, cleaning, sidewalk maintenance and repair, building façade maintenance, sewer and water line maintenance and repair, parking lot maintenance and repair, parking lot striping and lighting, and such other services as the County may require to furnish to the common areas (collectively, “Common Area Maintenance”). The Tenant agrees to pay the County additional rent payments for Common Area Maintenance in the amount of $4.00 per square foot/per year for the Assigned Space, for a total of **Five Hundred Dollars ($833.33)** per month, plus applicable sales tax (“Additional Rent”). The Additional Rent payments shall be paid in the same manner and shall be governed by the same terms as Base Rent. Hereinafter, references to Base Rent, together with Additional Rent, shall be collectively referred to as “Rent”.

   **B. Late Payment.** Penalties for late payment shall begin to accrue after the tenth calendar day of each month at the rate of five percent (5%) for each month the Rent payment is late. If by the first day of the month following the delinquency, the Rent remains unpaid, a penalty of ten percent (10%) of the monthly rental amount shall be assessed for each month the rental payment is late until the arrearage is completely paid.

   **C. Annual Adjustment to Base Rent.** The Base Rent amounts payable herein shall be adjusted annually for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1 of each succeeding year, beginning with October 1, 2021. The adjustment shall be applied for any increases in the applicable Consumer Price Index (“CPI”). The CPI adjustment shall be based on the Consumer Price Index for All Urban Consumers, South Region, US City Average (reference base of 1982 – 1984 = 100), published by the US Bureau of Labor Statistics, comparing a 12 month time period ending on May 30. If the Bureau discontinues issuing the CPI, the Parties shall use the official index published by a federal government agency that is most nearly equivalent to the CPI. If no such index is available, then the
Parties shall use such index or procedure that reasonably reflects increases in consumer prices in the Flagler County, Florida area. The County shall provide the Tenant with thirty (30) calendar days' notice of such adjustment, which shall become effective on the next Rental payment date following such thirty (30) calendar day notice.

D. Annual Adjustment to Additional Rent. The Additional Rent amounts payable herein shall be increased annually at the rate of 3% of the then Additional Rent amount, for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1, of each succeeding year, beginning with October 1, 2021.

5. Effective Date/Term/Renewal.

A. This Agreement shall become effective on August 1, 2020 (the "Effective Date").

B. The Term of this Agreement will commence on the Effective Date and shall remain in full force and effect for a period of five (5) months thereafter, unless sooner terminated in accordance with the terms and provisions hereof.

C. So long as the Tenant is not in default of any of the terms herein and has no payment arrearages, this Agreement may be renewed by the Tenant on a month-to-month basis as needed in response to the COVID-19 pandemic. The County shall advise the Tenant in writing in the event of a default that results in an extinguishment of the right to automatic renewal of this Agreement. Absent such notice, this Agreement shall automatically renew unless Tenant gives written notice of an election not to exercise this option at least ninety (90) days prior to the expiration of this Agreement. Such option shall thereafter be and become null and void and of no further force and effect.

6. Amount of Insurance Required. The following insurance is required to be carried by the Tenant, at its own cost and expense, throughout the Term of this Agreement. The amounts of such required coverages are:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 combined single limits, per occurrence based</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Pollution</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>As required by the laws of Florida.</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Builders Risk (during construction)</td>
<td>Equal to the value of the Improvements</td>
</tr>
<tr>
<td>Professional Liability (architects and engineers errors and omissions liability)</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
Property Casualty Insurance

Replacement cost of the facility at the time of Loss.

Prior to the Effective Date, the Tenant shall cause certificates of insurance to be furnished to the County, evidencing all such coverage and naming the County as an additional insured except with respect to Workers Compensation coverage. In addition, all such certificates shall provide that the policies shall not be cancelled, nor the limits thereunder reduced, without first providing at least thirty (30) calendar days’ written notice thereof to the County. The above coverage amounts may be increased if mandated by changes in state law.

7. **Security Deposit.** A security deposit is waived.

8. **Utility and Service Charges.**

   A. The Tenant, at its sole cost and expense, shall obtain and promptly pay for all utility, communication and other services furnished to, or consumed within, the Assigned Space, including, but not limited to, electricity, data, heat, telephone, janitorial, phone, internet, and all charges related to any of these services, including any tap-in, connection and/or impact fees.

   B. The County shall be responsible to provide utilities to the Building and Common Areas including, but not limited to, electricity, water, sewer, heat, and waste and trash removal.

9. **Improvements to Assigned Space.**

   A. **RESERVED**

   B. **Tenant Improvements**

      (1) Upon possession of the Assigned Space, the Tenant shall, at its sole cost and expense, make any changes, alterations or improvements to the Assigned Space that may be necessary for its use, subject to County’s landlord lien for Rent. County approval for minor, nonstructural work not requiring permits shall be obtained from the Airport Director, in writing. For all other work, the Tenant must obtain written approval from the County Administrator.

      (2) Following receipt of written approval from the County Administrator and before applying for a building permit, or any other applicable permit, for the construction, erection, installation, or alteration of improvements within the Assigned Space, the Tenant shall submit to the Airport Director and the Planning Director all proposed plans and specifications for the activity for the County’s review and written consent. The review and approval of the plans and specifications shall be subject to all applicable federal, state and local regulations, including but not limited to, all zoning and airport development regulations. All alterations and improvements shall be consistent with the Flagler County Comprehensive Plan, Airport Master Plan, the building codes of the County, and the
County’s Land Development Code. In the event of a conflict among such regulations, the more restrictive shall apply unless expressly waived by the County Administrator in writing based upon discretion conferred by applicable legal requirements. Such plans shall include a Federal Aviation Authority (FAA) “Airspace Study Checklist” (on-airport construction) and shall also be completed and submitted to the FAA for approval to the extent required by federal and state law.

(3) Any permitted alterations or improvements shall be made in a good and workmanlike manner, in accordance with approved plans, if required, and in accordance with all governmental regulations. Upon completion, the Tenant shall deliver to the Airport Director an “as built” survey and “as built” plans and specifications for the improvements, if applicable.

(4) Any construction agreements entered into between the Tenant and a general contractor or other contractor in privity with the Tenant must provide that the County will not be liable for any work performed or to be performed for the Tenant, nor shall the County be liable for any of the financial consideration or other obligations under such agreements.

(5) Prior to the County’s issuance of a building permit for any alterations or improvements, the County, in its sole discretion, may require the Tenant to provide to the County a form of security for the Tenant’s obligation to complete construction of the alterations or improvements.

10. Ownership of Improvements. All improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Assigned Space by the Tenant shall be the property of the Tenant, and the Tenant shall have legal title thereto during the Term of this Agreement. Upon the expiration or termination of this Agreement, title to all improvements constructed on the Assigned Space and any fixtures therein shall automatically revert to, and vest in, the County without necessity of any act by the Tenant. However, the Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

11. Interest of County Not Subject to Liens. It is mutually agreed that neither the fee simple title to the leased land, nor any interest of the County in the Assigned Space, may be subject to liens of any nature arising by reason of any act or omission of the Tenant or any person claiming under, by or through the Tenant, including but not limited to, mortgage liens, mechanics’ and materialmen’s liens. If, because of the Tenant’s act or omission, any construction lien, claim of lien or professional lien is filed pursuant to Florida Chapter 713 or any successor law against the County on any portion of the Assigned Space, or in the event any other type of lien is filed against the County on any portion of the Assigned Space, the Tenant shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within ninety (90) days from the date of filing of any such lien.


A. Repairs and Maintenance.
(1) The Assigned Space.

a. **Generally.** The Tenant, at its own cost and expense, shall keep the Assigned Space and all improvements, equipment, fixtures, furnishings and other property installed within the Assigned Space, in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The Tenant shall be responsible for maintenance and for making repairs to all portions of the Assigned Space during the term of this Agreement. The Tenant shall use all reasonable precaution to prevent waste, damage or injury to the Assigned Space. Should the Tenant fail to keep and maintain the Assigned Space in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage or injury to the Assigned Space, the Tenant shall be deemed to be in default, pursuant to Paragraph 12(J).

b. **Plumbing.** The Tenant agrees not to put any articles in the toilets or sinks that would disrupt the normal operation of the plumbing system. The Tenant is responsible for all charges for maintenance costs and repairs made necessary due to toilets being clogged by inappropriate items and for any and all damage done by overflowing toilets.

c. **Light Bulbs.** The Tenant is responsible for the replacement of all burnt out light bulbs within the Assigned Space.

(2) The Building and Common Areas. The County shall be responsible for all repair, maintenance, or replacement of the following Building and Common Area (if any) elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors, windows, drainage system, heating and air conditioning, electrical wiring, and landscaping, interior walls within the Common Areas, plumbing, electric, heating and air conditioning. The Tenant shall be responsible for any repairs, maintenance or replacement of the aforementioned elements of the Building and Common Areas which are caused by the Tenant’s negligence.

B. **Maintenance By Default.** In the event the Tenant does not cure the breach of its duty to maintain the Assigned Space, the County shall have the option in its sole discretion to perform the maintenance and to recover such costs from the Tenant. The Tenant shall promptly pay or reimburse the County for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant's use or occupancy of the Assigned Space, reasonable use and wear excepted. The County shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the improvements, fixtures, equipment and mechanical systems located therein, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to the County hereunder by reason thereof. The Tenant shall promptly pay or reimburse the County for the cost to the County of any and all maintenance, replacement and repair which may be required to restore the Assigned Space.
and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant’s use or occupancy of the Assigned Space. Any sums not paid by Tenant within thirty (30) days from the date of County’s invoice(s) for its costs incurred under this subparagraph shall be treated as additional Rent owed to County by Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the Tenant’s duty to maintain and repair as herein provided.

C. **Tenant’s Property.** Any and all property belonging to, or brought onto the Assigned Space by, the Tenant or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the Tenant. The Tenant may place and install trade fixtures and other personal property on the Assigned Space for use in connection with its operations hereunder. The Tenant shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements which are caused by the installation or removal of any such trade fixtures and personal property. For purposes of this Agreement, the phrase “trade fixtures” is defined as any article of personal property annexed or affixed to the Assigned Space by the Tenant as a necessary part of the Tenant's trade or business, and other lawfully present personal property on the Assigned Space.

D. **County’s Right to Enter.** The County and its designated agents shall have the right to enter the Assigned Space at any reasonable time upon reasonable notice for inspection, maintenance, repair, attending to emergencies or any other lawful purpose. In emergency situations, where loss or damage to the Assigned Space is occurring or imminent, the County may enter any portion of the Assigned Space for the purpose of controlling the emergency situation.

E. **Access.** The Tenant and its officers, employees, agents and invitees shall be subject to the Airport minimum standards as currently in effect or as may be amended from time to time, along with all laws, rules and regulations of the County, State, or Federal Government, and the Tenant shall have the right of ingress and egress to and from the Assigned Space, as illustrated on Exhibit “B”.

F. **Taxes and Assessments.** The Tenant shall pay, on or before the due date established therefor all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, the Tenant’s interest therein and the property and improvements of the Tenant for the Term hereof or attributable to the Tenant’s activities at the Assigned Space or at the Airport. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, the Tenant shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days of the applicable tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, the Tenant shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period.
by the total number of days in the assessment period. The Tenant’s obligations under this Paragraph 12(F) shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the County, as a political subdivision of the State of Florida, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which the County may lawfully impose on the business or property of the Tenant.

G. Rules and Regulations. The Tenant covenants and agrees to observe and comply with all Airport minimum standards, along with all laws, rules, and regulations of the County which now exist or may hereafter be promulgated or amended from time to time, governing conduct on and operations at the Airport and the use of its facilities. The Tenant further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to the Tenant, the Assigned Space, or the Airport. The Tenant agrees to pay or reimburse the County for any fines which may be assessed against the County as a result of the violation by the Tenant of any applicable security regulation at the Airport, which payment shall be made by the Tenant within fifteen (15) calendar days from the date of the County’s invoice for such amount and documentation showing that payment of such fine is the Tenant’s responsibility hereunder. Any sums not timely paid shall be treated as additional Rent owed to the County by the Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments.

H. Indemnification. The Tenant agrees to indemnify, defend and hold harmless the County, and the members (including, without limitation, members of the Flagler County Board of County Commissioners), officers, employees and agents of each, from and against liability (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of the County, or any property of, injury to or death of any person resulting from or arising out of the acts or omissions of the Tenant’s officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused primarily by the County’s negligence or by the joint negligence of the County and any person other than the Tenant or its officers, agents, employees, contractors, invitees or licensees, or (ii) arising out of the failure of the Agreement to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by the Tenant. The provisions of this subparagraph shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the Term of this Agreement.
The foregoing provisions of this subparagraph are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which the County otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by the Tenant under this Agreement.

I. Assignment and Subletting. This Agreement is personal to the Tenant. Accordingly, the Tenant may not assign this Agreement or sublet any portion of the Assigned Space without the express prior written consent of the County, which may be withheld at its sole discretion. In the event written consent is granted by the County, the Tenant shall provide the County with copies of the sublease(s) and any amendments thereto. Any purported assignment or sublet without the express written consent of the County, and any failure to provide the County with a sublease, if approved, or amendments thereto, shall be considered void from their inception, and shall be grounds for the immediate termination of this Agreement.

J. Defaults and Remedies.

(1) Defaults by Tenant. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a “Default by Tenant” to the greatest extent allowed by law:

a. Tenant’s failure to pay Rent due under this Agreement, and the failure to pay is not cured within ten (10) calendar days after written notice has been given by the County to Tenant.

b. Abandonment of Assigned Space, or discontinuation of the Tenant’s operations.

c. Tenant’s material misrepresentation of any matter related to this Agreement.

d. Filing of insolvency, reorganization plan, or arrangement of bankruptcy.

e. Adjudication as bankrupt.

f. Making a general assignment for the benefit of creditors.

g. If Tenant suffers this Agreement to be taken under any writ of execution and/or other process of law or equity.

h. Tenant’s failure to utilize the Assigned Space as required in this Agreement.

i. Any lien is filed against the leased land, or the County’s interest therein or any part thereof in violation of this Agreement, or otherwise, and the same remains unreleased for a period of sixty (60) days from the date of filing unless within such
period Tenant is contesting in good faith the validity of such lien and such lien is appropriately bonded.

j. Failure of Tenant to perform or comply with any material covenant or condition made under this Agreement, which failure is not cured within ninety (90) days from the date of the County’s written notice stating the noncompliance shall constitute a default (other than those covenants for which a different cure period is provided), whereby the County may, at its option, terminate this Agreement by giving Tenant thirty (30) days’ written notice unless the default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by the County as being reasonably required to correct such default). However, the occurrence of any of the events set forth above shall constitute a material breach and default by Tenant, and this Agreement may be immediately terminated by County except to the extent then prohibited by law.

k. Failure to continuously abide by all the insurance provisions required in Paragraph 6.

l. An attempt is made by the Tenant to mortgage the leasehold estate created herein, or to assign or sublet this Agreement in violation of Paragraph 12(I).

(2) Remedies of County.

a. In the event of the occurrence of any of the foregoing defaults, the Tenant shall become immediately a tenant-at-sufferance in accordance with Florida law, and County, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Assigned Space. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If the Tenant does not cure the defaults in the time frames as set forth above, and the County has removed and stored property, the County shall not be required to store such property for more than thirty (30) days. After such time, such property shall be deemed abandoned and the County shall dispose of such property in any manner it so chooses and shall not be liable to the Tenant for said disposal.

b. The County may sue for direct, actual damages arising out of such default by the Tenant or apply for injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Tenant under this Agreement or otherwise. For this purpose Tenant agrees that County need not post a surety bond with the court and the right to any bond is hereby waived. The County shall be entitled to reasonable attorneys fees and costs incurred arising out of the Tenant’s default under this Agreement.

K. Surrender at End of Term/Termination.

(1) At the end of the Term or upon the earlier termination of this Agreement, the Tenant agrees to surrender and yield possession of the Assigned Space, improvements constructed thereon and fixtures to the County, peacefully and without
notice, free and clear of all debts, mortgages, encumbrances and liens. It shall be lawful for
the County to re-enter and to repossess the improvements without further process of law.

(2) The improvements and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted, and the Tenant agrees to reimburse the County for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

(3) The Tenant may remove furnishings, inventory, personal property, trade fixtures and any improvements not a part of any structure upon the expiration or termination of this Agreement if the removal can be done in a manner that does not injure or damage the Assigned Space. If the Tenant fails to remove such personal property and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of written notice by the County, whichever is later, the County may remove and dispose of any improvements and personal property not removed by the Tenant. In that case, the Tenant is deemed by this Agreement to have sold, assigned and transferred to the County all of the Tenant’s right, title and interest in the improvements and personal property not removed by the Tenant.

(4) The Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

L. Holding Over. It is agreed that if the Tenant, or any assignee or subtenant thereof, shall continue to occupy the Assigned Space after any termination of this Agreement without the prior written consent of the County, then such tenancy shall be a tenancy-at-sufferance, the County shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by the County of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive the County’s right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

M. Costs and Attorneys' Fees. In the event that either party uses the services of an attorney to collect any sums due hereunder from the other party, or to pursue any remedies or resolution related to a default hereunder, or in the event a party is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, including any bankruptcy or bankruptcy appeals, the non prevailing party shall reimburse the prevailing party for all reasonable costs, attorneys' fees and all other actual expenses incurred by the prevailing party, whether the prevailing party uses in-house or contracted counsel, in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

N. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested:
O. **Sums Paid by County.** If the County has paid any sum or sums or has incurred any obligation or expense which the Tenant has agreed to pay or reimburse the County for, or if the County is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of the Tenant to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional Rent due hereunder and the Tenant shall reimburse the County therefor promptly upon demand. Any unpaid sums shall be treated under the same provisions as are applicable to delinquent Rental payments.

P. **Security Deposit.** RESERVED. The Tenant shall pay the security deposit as required under Paragraph 7, and such sums shall be retained by the County as security for the faithful performance of the Tenant’s obligations hereunder. The County shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to the County which has not been paid, including, but not limited to, reimbursement of any expenses incurred by the County in curing any default of the Tenant, or to the cost of restoring the Assigned Space or its improvements, furnishings, fixtures or equipment to good condition and repair, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, the Tenant shall promptly upon demand by the County remit to the County the amount of cash required to restore the security deposit to its original sum, and the Tenant’s failure to do so within ten (10) calendar days from the date of County’s written notice of such demand shall constitute a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to the Tenant, without interest, within sixty (60) calendar days after the end of the Term of this Agreement. The County will not pay interest on any security deposit.

Q. **Brokerage Commissions.** Unless expressly provided otherwise herein, the Tenant warrants that no real estate commission is payable by the County to any person or entity in connection with this Agreement, and the Tenant does hereby agree to indemnify,
defend, and hold completely harmless the County from and against any and all liabilities, costs, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by the County as a result of any claims therefor.

R. County’s Reserved Rights.

(1) Subject to the approval of the Tenant, which shall not be unreasonably withheld, the County reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) The County reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to the Tenant for loss of business or damages of any nature whatsoever to the Tenant occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the County or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by the Tenant and all others as the County may promulgate for the Airport. In the event that improvements, repairs and/or alterations are made as contemplated herein, the County will endeavor to minimize disruptions to the Tenant that may occur during any associated construction activities.

(3) The Tenant covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, the Tenant shall promptly consent in writing to such modifications.

S. Discrimination Not Permitted.

(1) The Tenant, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that the Tenant shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal
Likewise, the Tenant shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Tenant authorize another person, with the County’s prior written consent, to provide services or benefits from the Assigned Space or at the Airport, the Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. The Tenant shall furnish the original or a true copy of such agreement to the County. The County may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and the Tenant agrees that it will adopt any such requirement as a part of this Agreement.

(2) If the Tenant shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that the Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions.

(3) In the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess the Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to the County by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, the Tenant assures the County that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. The Tenant also assures the County that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to the County.

(5) The Tenant assures the County that the Tenant will comply with pertinent statutes, Executive Orders, and such rules as are promulgated and that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. The Tenant also assures the County that it will require any contractors and subtenants (to the extent that such subtenants are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are
included in subcontracts at all tiers which are entered into in connection with the Tenant’s operations under this Agreement.

T. Federal Aviation Administration Requirements.

(1) The Tenant shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) The County reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) The Tenant agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) The Tenant agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) All vehicles shall remain outside of the Airport Operating Area (AOA). All portions of aircraft parked on the concrete aircraft parking apron shall remain clear of the Taxiway Object Free Area (TOFA) at all times.


(1) Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

i. “Environmental Laws” shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene,
environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. “Hazardous Materials” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. Sections 9601 et seq.) (“CERCLA”), or pursuant to Chapters 376 and 403, Florida Statutes; any “hazardous waste” listed pursuant to Section 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the County; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the County’s rules and regulations.

iii. “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) Tenant’s Agreement. The Tenant agrees that neither it nor its officers, agents, employees, contractors, subcontractors, subTenants, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

(3) Environmental Indemnity. The Tenant shall indemnify, defend and hold harmless the County from and against any and all loss, damage, cost or expense (including attorneys' fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by the Tenant of its obligations contained in Subparagraph (2) above, or any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of the Tenant, its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees.

(4) Environmental Audit. Upon reasonable notice to the Tenant, the County may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of the Tenant’s operations to determine whether the Tenant has breached its obligations under Subparagraph (U)(2) above. The Tenant shall pay all costs associated with said investigation if such investigation shall disclose any such breach by the Tenant.

V. Miscellaneous.

(1) The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.
(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for the Tenant’s right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

(4) Time is of the essence to this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of law provisions. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any State of Florida court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of the Tenant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the County, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of the Flagler County Board of County Commissioners), officer, employee or agent, as such, past, present and future, of the County, either directly or through the County, or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the County. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any County member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to the County, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by the County, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) The Tenant represents and warrants to the County that no member, officer, employee or agent of the County has any material interest, either directly or indirectly, in the business of the Tenant to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements heretofor made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument specifically referring to this Agreement and executed by both parties hereto with the same formalities as the execution of this Agreement.
(9) As required by Florida law, the County hereby includes the following notifications as part of this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

PUBLIC ENTITY CRIMES: 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 $15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(10) The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(11) Nothing in this Agreement shall abrogate or waive the County’s Sovereign Immunity or the provisions of § 768.28, Florida Statutes.

(12) Continued performance by either Party hereto pursuant to any provision of this Agreement after a default of any provision herein shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

(13) Recordation. This Agreement shall be recorded by the County in the Official Records of Flagler County, Florida, within fourteen (14) days after the County enters into this Agreement.

(14) Relationship of the Parties. Nothing in this Agreement shall be construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of County and Tenant.
(15) Possession. The Tenant shall be granted possession of the Assigned Space immediately upon the Effective Date of this Agreement and shall be entitled to full use of said Assigned Space subject to the terms hereof.

(16) No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

(17) Declarations. This Agreement and the Tenant’s rights hereunder are expressly subject to the certain Declaration of Condominium for Airport Corporate Center Condominium, executed by Airport Corporate Center, LLC and recorded on September 10, 2007, in Official Records Book 1613, page 656, of the Public Records of Flagler County, Florida, as may be amended from time to time. The Tenant agrees to comply with the provisions of the Declarations and any future amendments thereto.

[The Remainder Of This Page Intentionally Left Blank]
APPROVED by Flagler County this ______ day of __________, 2020.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: __________________________
David C. Sullivan, Chair

Date Signed: ____________________

ATTEST:

APPROVED AS TO FORM:

__________________________  ___________________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller
Al Hadeed, County Attorney

TENANT

__________________________ By: __________________________
Witness Signature

__________________________ Print Name
Print Name

__________________________ Title
Witness

__________________________ Date Signed: ____________________
Print Name

STATE OF ____________)
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ______ day of __________, 2020, by ______________________, who swore or affirmed that he/she is authorized to enter into this Agreement and to bind Department of Health-Flagler. Such person(s) (Notary Public must check applicable box):

[_____] is/are personally known to me.
[_____] produced a current driver license(s).
[_____] produced __________________________ as identification.

(SEAL) Notary Public
Commission No.: ______________
My Commission Expires: __________
AIRPORT CORPORATE CENTER
2ND FLOOR

NOTE: HATCHED AREA DENOTES LEASED SPACE

EXHIBIT "A"
SUBJECT: Consideration of a Grant Year (GY) 2020-21 Contract #Z020-FCBCC, Alzheimer’s Disease Initiative (ADI) between Northeast Florida Area Agency on Aging, d/b/a ElderSource, and Flagler County Board of County Commissioners in the Amount of $141,096.29.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: The ADI grant, in the amount of $141,096.29, provides funding for services for persons with Alzheimer’s and other memory-related disorders and their caregivers. This is an annual grant that the county receives to provide these services. In grant year 2019-20 Flagler County received $141,096.30. A variety of services are provided by this grant including, but not limited to: case management and in-home or in-facility caregiver respite. Case management is provided by Senior Services case managers with all other services contracted with approved vendors. ADI is funded partly with state general funds and partly with county match. Additionally, seniors who receive services pay an income-based co-payment for the services provided as outlined in state mandated guidelines.

FUNDING INFORMATION: Revenue related to this grant is included in the FY2019-20 budget as well as the Proposed FY2020-21 budget in account 001-0000-334.61-01, to offset expenses related to this program.

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

RECOMMENDATIONS: Request the Board approve the ADI contract in the amount of $141,096.29 between Flagler County and ElderSource and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said contract, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
NORTHEAST FLORIDA AREA AGENCY ON AGING D/B/A ELDERSOURCE
AND FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
ALZHEIMERS’ DISEASE INITIATIVE
2020 -2021 CONTRACT

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

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

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

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

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

3. Term of Contract:
This contract shall begin at twelve (12:00) A.M., Eastern Standard Time July 1, 2020 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time June 30, 2021.

4. Contract Amount:
ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $141,096.29 subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

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

6. Compliance with Federal Law:
6.1 If this contract contains federal funds this section shall apply.

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

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to ElderSource.
6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the ElderSource Contract Manager prior to the execution of this contract.

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

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


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

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

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

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

7. Compliance with State Law:

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

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

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

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

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the ElderSource Contract Manager prior to payment.

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

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

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

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

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

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

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

8. Background Screening:

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

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

9. Grievance Procedures:

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

10. Public Records and Retention:

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

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

10.1.2 Upon request from ElderSource, provide ElderSource a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ElderSource.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to ElderSource, all public records in possession of the Contractor to ElderSource or will keep and maintain public records required by ElderSource. If the Contractor transfers all public records to ElderSource upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

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

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

ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257

10.3 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to ElderSource, transfer all public records in their possession to ElderSource and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

11. Audits, Inspections, Investigations:

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

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

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

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

11.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor’s contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
11.6 The Contractor shall provide a Financial and Compliance Audit to ElderSource as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.

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

12. Nondiscrimination-Civil Rights Compliance:

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

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

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

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

13. Monitoring by ElderSource:

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

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

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

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

17. **Indemnification:**

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

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. **Insurance and Bonding:**

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

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

19. **Confidentiality of Information:**

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

20. **Health Insurance Portability and Accountability Act:**

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

21. **Incident Reporting:**

21.1 The Contractor shall notify ElderSource immediately but no later than forty-eight (48) hours from the Contractor’s awareness or discovery of conditions that may materially affect the Contractor’s or 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.

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

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

23. **Sponsorship and Publicity:**

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

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

24. **Subcontracts:**

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

24.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from ElderSource or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. **Independent Capacity of Contractor:**

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

26. **Payment:**

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

27. **Return of Funds:**

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

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

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

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

30. **Conflict of Interest:**

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

31. **Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

32. **Purchasing:**

32.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

32.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA
32.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

32.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Department of Elder Affairs in accordance with its rules.

32.1.4 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR ELDERSOURCE INSO FAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at https://pride-enterprises.org/.

33.4 The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to ElderSource and must accompany each invoice. The CMBE Report is attached to this contract.

34. Patents, Copyrights, Royalties:

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

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

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.
34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but ElderSource shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

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

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, by April 1st of each year, submit to the ElderSource Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify ElderSource of emergency provisions.

35.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36. **Equipment:**

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

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

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

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

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

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

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

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

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

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

36.3.8 Unit acquisition cost; and

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

36.3.10 A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
36.3.11 A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).

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

36.3.13 If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

36.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

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

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

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

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

36.9 The Contractor must adhere to ElderSource's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to ElderSource upon request. The Contractor has the responsibility to require any Subcontractors to comply with ElderSource’s ITR procedures.

37. **PUR 1000 Form:**

The PUR 1000 Form is hereby incorporated by reference and available at:


In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.
38. **Use of State Funds to Purchase or Improve Real Property:**

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. **Dispute Resolution:**

Any dispute concerning performance of the contract shall be decided by the ElderSource Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.

40. **Financial Consequences:**

If the Contractor fails to meet the minimum level of service or performance identified in this contract, ElderSource shall impose financial consequences as stated in Attachment I.

41. **No Waiver of Sovereign Immunity:**

Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. **Venue:**

If any dispute arises out of this contract, the venue of such legal recourse shall be Duval County, Florida.

43. **Entire Contract:**

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. **Force Majeure:**

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. **Severability Clause:**

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

46. **Condition Precedent to Contract Appropriations:**

The Parties agree that ElderSource’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

47. **Addition/Deletion:**

The Parties agree that ElderSource reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida’s best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. **Waiver:**

The delay or failure by ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource’s right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. **Compliance:**

The Contractor shall abide by all applicable current federal statutes, laws, rules, and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor and subject the contract to immediate unilateral cancellation of the contract at the discretion of ElderSource.
50. **Final Invoice:**

The Contractor shall submit the final invoice for payment to ElderSource no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and ElderSource shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by ElderSource.

51. **Renegotiations of Modifications:**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in ElderSource’s operating budget.

52. **Suspension of Work:**

ElderSource may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. ElderSource shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, ElderSource shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. **Termination:**

53.1 **Termination for Convenience.** ElderSource, by written notice to the Contractor, may terminate this contract in whole or in part when ElderSource determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 **Termination for Cause.** ElderSource may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of ElderSource. The rights and remedies of ElderSource in this clause are in addition to any other rights and remedies provided by law or under the contract.

54. **Electronic Records and Signature:**

ElderSource authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida’s Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.
54.1 ElderSource’s authorization pursuant to this section does not authorize electronic transactions between the Contractor and ElderSource. The Contractor is authorized to conduct electronic transactions with ElderSource only upon further written consent by ElderSource.

54.2 Upon request by ElderSource, the Contractor shall provide ElderSource with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to ElderSource of any document that was originally in electronic form with an electronic signature must identify the person and the person’s capacity who electronically signed the document on any non-electronic copy of the document.

55. **Contract Manager:**

ElderSource may substitute any ElderSource employee to serve as the ElderSource Contract Manager.

*REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK*
56. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

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| a. | The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is: | Flagler County Board of County Commissioners  
1000 Bell Terre Boulevard  
Palm Coast, FL 32164 |
| b. | The name of the contact person and street address where financial and administrative records are maintained is: | Joanne Hinkel, Senior Services Program Manager  
1000 Bell Terre Boulevard  
Palm Coast, FL 32164 |
| c. | The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is: | Jerry Cameron, County Administrator  
1000 Bell Terre Boulevard  
Palm Coast, FL 32164  
Phone: (386) 586-2324 |
| d. | The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is: | JaLynne Santiago,  
Chief Financial Officer  
10688 Old St. Augustine Road  
Jacksonville, FL 32257 |
| e. | The name, address, and telephone number of the Contract Manager for this contract is: | Terika Scatliffe, Contract Manager  
10688 Old St. Augustine Road  
Jacksonville, FL 32257  
Phone: (904) 564-0012 |

Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party.

57. All Terms and Conditions Included:

This contract and its Attachments I – XIV, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS WHEREOF, the Parties hereto have caused this fifty-six (56) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE

SIGNED BY: ___________________________  
NAME: JERRY CAMERON  
TITLE: COUNTY ADMINISTRATOR  
DATE: ___________________________

SIGNED BY: ___________________________  
NAME: LINDA LEVIN  
TITLE: CHIEF EXECUTIVE OFFICER  
DATE: ___________________________

Federal Tax ID: 59-6000605  
Duns: 021121488
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ATTACHMENT I

STATEMENT OF WORK
ALZHEIMER’S DISEASE INITIATIVE PROGRAM

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Acronyms
   Alzheimer’s Disease (AD)
   Alzheimer’s Disease Initiative (ADI)
   Activities of Daily Living (ADL)
   Area Agency on Aging (AAA)
   Assessed Priority Consumer List (APCL)
   Adult Protective Services (APS)
   Client Information and Registration Tracking System (CIRTS)
   Community Care for Disabled Adults (CCDA)
   Corrective Action Plan (CAP)
   Dementia Care & Cure Initiative (DCCI)
   Department of Elder Affairs (DOEA or Department)
   Florida Administrative Code (F.A.C.)
   Florida Statutes (F.S.)
   Home Care for Disabled Adults (HCDA)
   Instrumental Activities of Daily Living (IADL)
   Memory Disorder Clinic (MDC)
   Planning and Service Area (PSA)
   Summary of Programs and Services (SOPS)
   United States Code (U.S.C.)

2. Program-Specific Terms

   Area Plan: A plan developed by ElderSource outlining a comprehensive and coordinated service delivery system in the respective Planning and Service Area, in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026), as amended, and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

   Area Plan Update: A revision to the Area Plan wherein the Contractor enters ADI-specific data into the CIRTS. An update may also include other revisions to the Area Plan as instructed by ElderSource.

   Department of Elder Affairs Handbook: An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs. An annual update is provided through a Notice of Instruction (NOI).

   Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

   Instruction Memorandum: ElderSource’s established method to communicate to the Contractor the requirements to perform specific tasks or activities in a particular manner.

   Memory Disorder Clinic (MDC): Research oriented programs created pursuant to Sections 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with AD.
Notice of Instruction (NOI): The Department of Elder Affairs’ established method to communicate to ElderSource the requirement to perform a task or activity. NOIs are located on the Department’s website at http://elderaffairs.state.fl.us/doea/nois.php.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Department’s Summary of Programs and Services (SOPS) to include information that helps tell the story of how programs and services help elders, families, and caregivers.

Service Provider Application – A plan developed by the Contractor and ElderSource instructions. The Service Provider Application includes performance measures and unit rates per service offered per county.

Service Provider Application Update: A revision to the Service Provider Application where in the Provider relays any changes to services to be provided during the contract year as well any updates to delivery methods. Provider are also required to submit any requested changes to unit rates as part of the Service Provider Application Update.

Specialized Day Care: Licensed Specialized Alzheimer’s Services Adult Day Care Centers, licensed in accordance with Section 429.918, F.S., that are considered models because they provide specialized Alzheimer’s services for AD clients. FloridaHealthFinder.gov provides an up to date listing of all Specialized Alzheimer’s Services Adult Day Care Centers.

Specialized Alzheimer’s Services: Specialized Alzheimer’s services, offered in day care centers include, but are not limited to, those listed below:

i. Providing education and training on the specialized needs of persons with Alzheimer’s disease or related memory disorders and caregivers;

ii. Providing specialized activities that promote, maintain, or enhance the ADI client’s physical, cognitive, social, spiritual, or emotional health;

iii. Providing therapeutic, behavioral, health, safety, and security interventions; clinical care, and support services for the ADI client and caregiver

Summary of Programs and Services (SOPS): A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida’s elders.

B. GENERAL DESCRIPTION

1. General Statement
   The purpose of the ADI is to address the special needs of individuals with AD, their families, and caregivers.

2. Alzheimer’s Disease Initiative Program Mission Statement
   The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. Authority
   The relevant authority governing the ADI Program includes:
   a. Rule Chapter 58D-1, F.A.C.;
   b. Sections 430.501, 430.502, 430.503, and 430.504, F.S.; and
   c. Catalog of State Financial Assistance (CSFA) Numbers 65004 and 65002.

4. Scope of Service
   The Contractor is responsible for the programmatic, fiscal, and operational management of the ADI Program. The program services shall be provided in a manner consistent with Contractor’s Service Provider Application,
as updated, ElderSource’s current Area Plan, as updated, and the current DOEA Handbook, which are incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. **Major Program Goal**
The major goal of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD or other related disorders.

**C. Clients to be Served**

1. **General Description**
The ADI program addresses the special needs of individuals with AD or other related disorders and their caregivers.

2. **Client Eligibility**
Clients eligible to receive services under this contract must:

   a. Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; or
   b. If enrolled in Specialized Alzheimer’s Services Adult Day Care, be a participant who has a documented diagnosis of Alzheimer’s disease or a dementia-related disorder (ADRD) from a licensed physician, licensed physician assistant, or a licensed advanced registered nurse practitioner; and
   c. Not be enrolled in any Medicaid capitated long-term care program.

3. **Targeted Groups**
Priority for services under this contract will be given to those eligible persons assessed to be at risk of placement in an institution.

4. **Client Determination**
ElderSource shall have final authority for the determination of client eligibility.

5. **Contract Limits**
In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

**II. MANNER OF SERVICE PROVISION**

A. **Service Tasks**
To achieve the goals of the ADI program, the Contractor shall perform, or ensure that its subcontractors perform, 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. **Assessment and Prioritization of Service Delivery for New Clients**
The Contractor shall ensure the following criteria are used to prioritize new clients in the sequence below for service delivery. It is not the intent of ElderSource to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

   a. Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within three (3) months.
b. Service priority for individuals not included above, regardless of referral source, will be determined through the Department’s functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at the higher levels of frailty and risk of nursing home placement.

3. Program Services
The Contractor shall ensure the provision of program services is consistent with the Service Provider Application Update and ElderSource’s current Area Plan, as approved by the Department, and the current DOEA Handbook.

4. Task Limits
The Contractor shall not perform any tasks related to the project other than those described in this contract without the express written consent of ElderSource.

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 Financial 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 a copy of selected subcontracts to the ElderSource Contract Manager as part of Annual Programmatic Monitoring or upon request from the ElderSource Contract Manager.

2. Monitoring the Performance of Subcontractors
The Contractor shall monitor, at least once per fiscal year, each of its subcontractors, subrecipients, 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 to ensure that the budget is met, the scope of work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved.

3. Copies of Subcontractor Monitoring Reports
The Contractor shall provide a copy of selected subcontractor Monitoring Reports to the ElderSource Contract Manager as part of Annual Programmatic Monitoring.

C. Staffing Requirements

1. Staffing Levels
The Contractor shall assign its own administrative and support staff as necessary to meet the obligations of this contract and shall 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 as specified in the current DOEA Handbook.

3. Service Times
The Contractor shall ensure the availability of the services listed in this contract at times appropriate to meet client service needs including, at a minimum, during normal business hours, or as otherwise specified in proviso or the Subcontractor’s approved service provider application. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.
D. Service Location and Equipment

1. Service Delivery Location
   Services will be provided as needed in locations determined by provider to best meet clients’ immediate needs.

2. Changes in Location
   The Contractor shall notify ElderSource in writing a minimum of one week prior to making changes in location that will affect ElderSource’s ability to contact the Contractor by telephone or facsimile.

3. Equipment
   The Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

E. Deliverables
   The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract.

1. Delivery of Services to Eligible Clients
   The Contractor shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the following services in accordance with the Contractor’s Service Provider Application Update, ElderSource’s current Department-approved Area Plan, the current DOEA Handbook, which is incorporated by reference, and Section II.A. of this contract. 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 continuum of services provided under this contract include those identified by the following service categories:

a. Respite and Other Services
   (1) Caregiver Training/Support;
   (2) Case Aide;
   (3) Case Management;
   (4) Counseling (Gerontological);
   (5) Counseling (Mental Health/Screening);
   (6) Education/Training;
   (7) Intake;
   (8) Model Day Care;
   (9) Respite (Facility-Based);
   (10) Respite (In-Home);
   (11) Respite (In-Facility, Specialized Alzheimer’s services)
   (12) Specialized Medical Equipment, Services, and Supplies; and
   (13) Transportation.
   (14) Shopping Assistance – COVID – 19
   (15) Telephone Reassurance – COVID – 19

b. Memory Disorder Clinics (MDCs)
   The Contractor shall maintain coordination with the MDCs, the Alzheimer’s Disease Association and Related Disorders Research Brain Bank (Brain Bank), and all other components of the ADI, as well as Silver Alert, in the designated PSA. MDCs are required to provide annual in-service training to all respite, in-facility respite, and model day care center staff in their designated service areas, and to plan and develop service-related research projects with model day care center and respite providers. The Contractor shall respond to requests for statistical data concerning its consumers, based on information requirements of the MDCs and the Brain Bank, and assist the MDCs in carrying out Silver Alert protocol activities (Attachment XVI) to include return of the Aging and Disability Resource Center (ADRC) Silver Alert Services Referral Form (Attachment XVII) to the referring MDC within fourteen (14) days of receipt.
c. Model Day Care Programs
The Contractor shall ensure Model Day Care Centers supported by this contract develop innovative therapies and interventions which can be shared with other ADI health and social services personnel and caregivers via training. Model Day Care Centers supported by this contract must report to the Contractor all training activities provided to health care and social service personnel and caregivers, as well as serve as natural laboratories for research.

2. Services and Units of Service
The Contractor shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. The Service Rate Report (Attachment XV) lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Contractor’s Service Provider Application, as updated, as shown in the Service Rate Report, and approved by ElderSource.

3. Administrative Responsibilities
The Contractor shall provide management and oversight of ADI program operations in accordance with the current DOEA Handbook and the Department-approved ElderSource Area Plan and Cost Analysis. Management and oversight of ADI program operations include the following:

a. Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving Subproviders;
b. Developing a Service Provider Application and updating it annually;
c. Designating appropriate and capable Subproviders and establishing vendor agreements when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA;
d. Providing technical assistance to Subproviders and vendors to ensure provision of quality services;
e. Monitoring and evaluating Subproviders, subcontractors, and vendors for programmatic and fiscal compliance;
f. Appropriately submitting payments to Subproviders;
g. Arranging in-service training for Subproviders at least annually;
h. Establishing procedures for handling recipient complaints concerning such adverse actions as service termination, suspension, or reduction;
i. Ensuring compliance with Client Information and Registration Tracking System (CIRTS) regulations;
j. Monitoring performance objective achievements in accordance with targets set by ElderSource;
k. Conducting client satisfaction surveys to evaluate and improve service delivery;
l. Immediately notifying the ElderSource Emergency Coordinating Officer of any changes to names and contact information made to the Contractor’s local Emergency Coordinating Officer.

F. Reports
The Contractor shall respond to additional routine or special requests for information and reports required by the Department in a timely manner, as determined by the ElderSource Contract Manager. The Contractor shall establish reporting due dates for Subcontractors that permit the Contractor to meet ElderSource’s reporting requirements.

1. Service Provider Application Update and All Revisions Thereto
The Contractor is required to submit an annual Service Provider Application Update wherein the Contractor provides service delivery detail and proposed unit rates for the contract year. The Contractor may also be required to submit revisions to the Service Provider Application Update as instructed by ElderSource.

2. CIRTS Reports
The Contractor shall input ADI-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
a. Client Reports;
b. Monitoring Reports;
c. Services Reports;
d. Miscellaneous Reports;
e. Fiscal Reports;
f. Outcome Measurement Reports.

3. **Annual Service Cost Reports**
The Contractor shall submit Annual Service Cost Reports, which reflect actual costs of providing each service by program. This Annual Service Cost Report provides information for planning and negotiating unit rates and is due to the ElderSource Senior Accountant within 45 days of contract end.

4. **Surplus/Deficit Report**
The Contractor shall submit a Surplus/Deficit Report, in a format provided by ElderSource, to the ElderSource Contract Manager by the twelfth (12th) day of each month. This Surplus/Deficit Report is for all agreements and contracts between the Contractor and ElderSource and must include the following:

   a. A list of all programs and their current status regarding surplus/deficit;
   b. The Contractor’s detailed plan on how the surplus/deficit spending exceeding the threshold specified by ElderSource will be resolved.

5. **Program Highlights**
The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2019-2020 by September 15, 2020. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to ElderSource.

G. **Records and Documentation**

1. **Requests for Payment**
The Contractor shall maintain documentation to support Requests for Payment that shall be available to ElderSource or authorized individuals, such as ElderSource’s Chief Financial Officer, upon request.

2. **CIRTS Data and Maintenance**
The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in CIRTS or any such system designated by ElderSource. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to ElderSource standards.

3. **CIRTS Address Validation**
The Contractor shall work with ElderSource to ensure client address 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 these can be mapped. The Contractor will receive a list of unmatched addressed that cannot be mapped and the Contractor will be responsible for verifying correct addresses and send a list to ElderSource with confirmed addresses. ElderSource will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Lead Agencies.

4. **Data Integrity and Back up Procedures**
Each Contractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. A copy of the backed-up data shall be stored in a secure, offsite location.
5. **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.

H. **Performance Specifications**

1. **Outcomes and Outputs (Performance Measures)**
   The Contractor must:
   a. Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A. above;
   b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.D. above;
   c. Timely and accurately submit to ElderSource all required documentation and reports described in Section II.E. above; and
   d. Timely (i.e. in accordance with the Annual Budget Summary) and accurately submit the Request for Payment, the Receipt and Expenditure Report, and the Annual Model Day Care Center Training Report, and supporting documentation to ElderSource.

2. **Annual Programmatic Monitoring Report**
   The Contractor’s performance of the measures in Section II.H.1., above, will be reviewed and documented in ElderSource’s Annual Programmatic Monitoring Report.

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, and/or on-site visit(s). 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/or
   j. Other procedures as deemed necessary.

I. **Contractor Responsibilities**

1. **Contractor Accountability**
   All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables 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 entities does not alleviate the
Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

J. ElderSource Responsibilities

1. ElderSource Obligations
   ElderSource may, within its resources, provide technical support and 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 and approaches used to perform 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 Methods 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., Manner of Service Provision, and in accordance with other terms and conditions of this contract.

1. Fixed Fee/Unit Rate
   Payments for Fixed Fee/Unit Rate shall not exceed amounts established in the Service Rate Report.

2. Cost Reimbursement
   Payment may be authorized only for allowable expenditures which are in accordance with the services specified in the Service Rate Report. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report, as well as the Cost Reimbursement Summary Form, beginning with the first month of this contract.

3. 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 State of Florida (budget release). The Contractor’s requests for advance payments require the written approval of ElderSource’s Contract Manager. For the first month’s advance request, the Contractor shall provide to ElderSource’s Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor’s financial need for the second month of advances. If sufficient budget is available, and ElderSource’s Contract Manager in conjunction with the Department of Elder Affairs, has determined that there is justified need for an advance, ElderSource will issue approved advance payments after July 1st of the contract year.
   a. All advance payments made to the Contractor shall be reimbursed to ElderSource as follows: At least one–tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI), starting with Report Number 5, in accordance with the Invoice Report Schedule (Attachment IX).

B. Funding Distribution
   The Contractor agrees to distribute funds as detailed in the ElderSource Area Plan update and the Annual Budget Summary. Any changes in the total amounts of the funds identified on the Budget Summary form require a contract amendment.

This contract allows for Modified Spending as noted below:
The Contractor may implement **Modified Spending** for services listed on Attachment X. No changes in rates may be made without a request for an amendment.

C. **Method of Invoice Payment**

Payment shall be made upon the Contractor’s presentation of an invoice subsequent to the acceptance and approval 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. Request payment on a monthly basis for the units of services established in the Service Provider Application Update, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Service Rate Report of this contract. 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. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the ElderSource Contract Manager for written approval. Any change to the total contract amount requires a contract amendment;

2. The Contractor shall submit Requests for Payment and Receipt and Expenditure Reports that support Requests for Payment and shall submit to ElderSource using the attached Request for Payment form, Receipt and Expenditure Report, and Cost Reimbursement Summary for services and administrative expenses, which must include itemized expenditure categories; and

3. All Requests for Payment shall be based on the submission of monthly Receipt and Expenditure Reports beginning with the first month of this contract. The schedule for submission of advance requests (when available) and invoices is listed in the Invoice Schedule.

D. **Payment Withholding**

Any payment due by ElderSource under the terms of this contract may be withheld pending the receipt and approval by ElderSource of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowances.

E. **Final Invoice Instructions**

The Contractor shall submit the final Request for Payment to ElderSource no later than **July 31, 2021**.

F. **CIRTS Data Entries for Contractors**

The Contractor must enter all required data for clients and services in the CIRTS database per the current DOEA Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Contractors must enter this data into the CIRTS prior to submitting their Requests for Payment and Receipt and Expenditure Reports to ElderSource.

G. **Contractors’ Monthly CIRTS Reports**

The Contractor must run monthly CIRTS reports and to verify that client and service data in the CIRTS is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipt and Expenditure Reports before the Contractor’s Request for Payment and Receipts and Expenditure Reports can be approved by ElderSource.

H. **Corrective Action Plan**

1. Contractor shall ensure one hundred percent (100%) of the deliverables identified in Section II.E.1-3 of this contract 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.E.1-3 of this contract, 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 below in Section III.I. of this contract 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.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, ElderSource shall deduct the percentage established below in Section III.I. of this contract from the payment for the invoice of the following month.

4. If the Contractor fails to timely submit a CAP, ElderSource shall deduct the percentage established below in Section III.I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. 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.E. of this contract. 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.E. of this contract.

1. Delivery of services to eligible clients as referenced in Section II.A.1-3. and Section II.E.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, referenced in Section III.H.

2. Administrative responsibilities as referenced in Section II.E.3. of this contract – Failure to perform management and oversight of ADI 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, referenced in Section III.H.

3. 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 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, referenced in Section III.H.

4. 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 June 15, 2021. Email requests are considered acceptable.

B. Contractor’s Financial Obligations

1. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all 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 so 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 accordingly, as allowable under state and federal law.

2. Cost Sharing and Co-payments
Pursuant to 430.204(8), the dollar amount for co-payments associated with any Alzheimer’s Disease Initiative programs must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.
   a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
   b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client’s co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

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 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 Contractor’s 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 and in authorizing proviso. Such notice shall be made orally to the ElderSource Contract Manager (by telephone) with an email to immediately follow, which shall include the Contractor’s plan for provision of services authorized in proviso.

E. 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 other 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.

F. Volunteers
If applicable, the Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and 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 organizations carrying out federal service programs administered by the Corporation for National and Community Service).
G. Enforcement

1. In accordance with Section 430.04, F.S., ElderSource may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor’s designation as a Lead Agency, 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 services covered pursuant to this contract;

   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, regardless of whether such laws or regulations are enforced by ElderSource, or the Contractor has committed multiple or repeated violations of 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 failed to adhere to the terms of this contract;

   f. The Contractor has failed to properly determine client eligibility as defined by ElderSource or efficiently manage program budgets; or

   g. The Contractor has failed to implement and maintain an ElderSource-approved client grievance resolution procedure.

2. If ElderSource finds that any acts listed in Section IV.G.1.a.-g. above have occurred, in accordance with Section 430.04, F.S., ElderSource may, in its sole discretion, take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

3. 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. In the event ElderSource initiates action to rescind a Contractor designation, ElderSource shall follow the procedures set forth in 42 U. S. C. § 3025(b).

END OF ATTACHMENT
ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by ElderSource to the Contractor may be subject to audits and/or monitoring by ElderSource, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by ElderSource staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by ElderSource. In the event ElderSource determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by ElderSource to the Contractor regarding such audit. The Contractor 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 Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through ElderSource by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from ElderSource. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to the ElderSource contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.
PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through ElderSource by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received through ElderSource from the Department of Elder Affairs, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to the ElderSource contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor’s fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor’s fiscal year end. Notwithstanding the applicability of this portion, ElderSource retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

JaLynne Santiago, Chief Financial Officer
ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to ElderSource.
Any reports, management letters, or other information required to be submitted to ElderSource pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to ElderSource for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION
The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow ElderSource or its designee, and the Chief Financial Officer access to such records upon request. The Contractor shall ensure that audit working papers are made available to ElderSource or its designee, and the Chief Financial Officer upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by ElderSource.
ATTACHMENT II-EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

--- Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.
- Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.
--- Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR § 200.201 – Administrative Requirements**
- 2 CFR § 200 Subpart F – Audit Requirements
  Reference Guide for State Expenditures
  Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
- 2 CFR § 200.400 - § 200.411 – Cost Principles*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
  Reference Guide for State Expenditures
  Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
- 2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
  Reference Guide for State Expenditures
  Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

**STATE FINANCIAL ASSISTANCE.** Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

- Sections 215.97 & 215.971, F.S.
- Chapter 69I-5, F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations
ATTACHMENT II-EXHIBIT 2
FUNDING SUMMARY (2020-2021)

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CFDA</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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</table>

TOTAL FEDERAL AWARD

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

FEDERAL FUNDS:
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CFDA</th>
<th>AMOUNT</th>
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TOTAL STATE AWARD

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

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<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CSFA</th>
<th>AMOUNT</th>
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<tr>
<td>Alzheimer’s Disease Initiative</td>
<td>General Revenue</td>
<td>65.002 65.004</td>
<td>$ 141,096.29</td>
</tr>
</tbody>
</table>

TOTAL AWARD $ 141,096.29

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

STATE FINANCIAL ASSISTANCE
Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement Reference Guide for State Expenditures Other fiscal requirements set forth in program laws, rules, and regulations
CERTIFICATIONS AND ASSURANCES

ElderSource will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from ElderSource.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.
Contractor understands that ElderSource, DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform ElderSource immediately upon any change of circumstances regarding this status.


As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in ElderSource terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified.
to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with ElderSource, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to ElderSource staff and/or any party designated by ElderSource any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and ElderSource is named in the civil action, Contractor agrees to indemnify and hold harmless ElderSource for any costs incurred by ElderSource and any attorneys’ fees assessed or awarded against ElderSource from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.
Additionally, I certify this organization does **X** does not ____ provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by ElderSource are available for inspection if applicable, as stated above.

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

<table>
<thead>
<tr>
<th>County Administrator</th>
<th>1000 Belle Terre Blvd.</th>
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<tbody>
<tr>
<td><strong>Signature and Title of Authorized Representative</strong></td>
<td><strong>Street Address</strong></td>
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<tr>
<td>Flagler County Board of County Commissioners</td>
<td>Palm Coast, FL 32164</td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td><strong>Date</strong></td>
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ATTACHMENT IV
ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>County Administrator</td>
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<tr>
<th>APPLICANT ORGANIZATION</th>
<th>DATE SUBMITTED</th>
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<tbody>
<tr>
<td>Flagler County Board of County Commissioners</td>
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</tbody>
</table>
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name | County | AAA/Contractor
--- | --- | ---

Address

City, State, Zip Code

Completed By

Date

Telephone

ATTACHMENT V

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

____________________________________________________________________________________________________________

____________________________________________________________________________________________________________

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

2. Population of area served

Source of data:

3. Staff currently employed

Effective date:

4. Clients currently enrolled/registered

Effective date:

5. Advisory/Governing Board if applicable

For questions 2-5 please indicate the following:

<table>
<thead>
<tr>
<th>Total #</th>
<th>% White</th>
<th>% Black</th>
<th>% Hispanic</th>
<th>% Other</th>
<th>% Female</th>
<th>% Disabled</th>
<th>% Over 40</th>
</tr>
</thead>
</table>

6. Is an Assurance of Compliance on file with ElderSource?

7. Compare the staff composition to the population. Is staff representative of the population?

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

11. Is the program/facility accessible to non-English speaking clients?

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐
13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.  

N/A  NUMBER

☐  ______

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?  

N/A  YES  NO

☐  ☐  ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?  

YES  NO

☐  ☐  ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?  

YES  NO

☐  ☐  ☐

17. Has a person been designated to coordinate Section 504 compliance activities?  

YES  NO

☐  ☐  ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?  

YES  NO

☐  ☐  ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?  

YES  NO

☐  ☐  ☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain.  

YES  NO

☐  ☐  ☐

ELDERSOURCE USE ONLY

Reviewed by  Program Office
In Compliance:  YES  NO*

Program Office

Telephone

Date  Response Due

On-Site  Desk Review

Response Received

*Notice of Corrective Action Sent __/__/___

Response Received __/__/___
ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
   a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.

5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.

9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).

10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).

11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).

12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either ElderSource, the Department of Elder Affairs or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:

a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;

b. Modify policies and practices that do not meet Section 504 requirements;

c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and

d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).

16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).

17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).

18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).

19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).

20. Programs or facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.
## Contractor's State Contract List

### REPORT PERIOD:
From: 
To: 

### CONTRACTOR INFORMATION:
Name: 
Address: 
FEID: 
Phone: 
Email: 
Contact: 

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contract/Program Name</th>
<th>State Agency/Program</th>
<th>Start Date</th>
<th>End Date</th>
<th>Description of Contract Purpose/Types of Services</th>
<th>Contract Manager</th>
<th>Phone #</th>
<th>Contract Amount</th>
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</tbody>
</table>

**Total**

Signature: ____________________________  Date: _____________

Title: ____________________________
BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of Flagler County Board of County Commissioners

located at 1000 Belle Terre Blvd., Palm Coast Florida 32164

I, _______________ Joyce Bishop do hereby affirm under penalty of perjury

that the above named employer is in compliance with the provisions of Chapter 435 and section

430.0402, Florida Statutes, regarding level 2 background screening.

_________________________________________ Date

Signature of Representative

STATE OF FLORIDA, COUNTY OF ____________________________

Sworn to (or affirmed) and subscribed before me this ______ day of __________________, 20___, by

Joyce Bishop (Name of Representative) who is personally known
to me or produced _______________________________ as proof of identification.

______________________________

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public
ATTACHMENT VIII
CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)
CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO ELDERSOURCE

CONTRACTOR NAME: __________________________________________________

ELDERSOURCE CONTRACT NUMBER: __________________________

*REPORTING PERIOD-FROM: ________________ TO: __________________
*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO ELDERSOURCE)

ELDERSOURCE CONTRACT MANAGER: ________________________________

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

CONTACT ELDERSOURCE FOR ANY QUESTIONS, AT 904-391-6600.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>SUBCONTRACTOR’S FEID</th>
<th>CMBE</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

ELDERSOURCE USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JALYNNE SANTIAGO

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click “search”. Only Certified Minority Business Entities will be displayed.

https://osd.dms.myflorida.com/directories
INSTRUCTIONS

(A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR ELDERSOURCE CONTRACT.
(B) ENTER THE ELDERSOURCE CONTRACT NUMBER.
(C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE’S SERVICE PERIOD.
(D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
   1. ENTER CERTIFIED MINORITY BUSINESS NAME.
   2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
   3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
   4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
(E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO ELDERSOURCE FINANCIAL ADMINISTRATION FOR PROCESSING.
(F) ELDERSOURCE FINANCIAL DEPARTMENT WILL FORWARD ALL COMPLETED CMBE FORMS TO DOEA.
ATTACHMENT IX

INVOICE REPORT SCHEDULE
ALZHEIMER’S DISEASE INITIATIVE

<table>
<thead>
<tr>
<th>Report Number</th>
<th>Based On</th>
<th>Submit to ElderSource on This Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July Advance*</td>
<td>July 1</td>
</tr>
<tr>
<td>2</td>
<td>August Advance*</td>
<td>July 1</td>
</tr>
<tr>
<td>3</td>
<td>July Expenditure Report</td>
<td>August 8</td>
</tr>
<tr>
<td>4</td>
<td>August Expenditure Report</td>
<td>September 8</td>
</tr>
<tr>
<td>5</td>
<td>September Expenditure Report</td>
<td>October 8</td>
</tr>
<tr>
<td>6</td>
<td>October Expenditure Report</td>
<td>November 8</td>
</tr>
<tr>
<td>7</td>
<td>November Expenditure Report</td>
<td>December 8</td>
</tr>
<tr>
<td>8</td>
<td>December Expenditure Report</td>
<td>January 8</td>
</tr>
<tr>
<td>9</td>
<td>January Expenditure Report</td>
<td>February 8</td>
</tr>
<tr>
<td>10</td>
<td>February Expenditure Report</td>
<td>March 8</td>
</tr>
<tr>
<td>11</td>
<td>March Expenditure Report</td>
<td>April 8</td>
</tr>
<tr>
<td>12</td>
<td>April Expenditure Report</td>
<td>May 8</td>
</tr>
<tr>
<td>13</td>
<td>May Expenditure Report</td>
<td>June 8</td>
</tr>
<tr>
<td>14</td>
<td>June Expenditure Report</td>
<td>July 8</td>
</tr>
<tr>
<td>15</td>
<td>Final Request for Payment</td>
<td>July 31</td>
</tr>
</tbody>
</table>

Legend: * Advance based on projected cash need.

Note # 1: To request an advance, a letter of justification must be submitted to ElderSource by July 1st.

Note # 2: All advance payments made to the Provider shall be returned 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 five. The adjustment shall be recorded on the report (Attachment XI).

Note # 3: Submission of expenditure reports may or may not generate a payment request. If a final expenditure report reflects funds due back to ElderSource, payment is to accompany the report.
### ATTACHMENT X
#### ANNUAL BUDGET SUMMARY
##### ALZHEIMER’S DISEASE INITIATIVE PROGRAM

<table>
<thead>
<tr>
<th>Loc</th>
<th>Contract No.</th>
<th>Svc</th>
<th>Contract Amount</th>
<th>Fixed Cost</th>
<th>Match Cost</th>
<th># Units</th>
<th># Clients</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>0A</td>
<td>Z021-FCBCC</td>
<td>CM</td>
<td>$6,225.00</td>
<td>$37.50</td>
<td>$37.50</td>
<td>166</td>
<td>29</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>0A</td>
<td>Z021-FCBCC</td>
<td>RESF</td>
<td>$44,832.00</td>
<td>$9.34</td>
<td>$9.34</td>
<td>4800</td>
<td>9</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>0A</td>
<td>Z021-FCBCC</td>
<td>RESP</td>
<td>$84,268.80</td>
<td>$26.88</td>
<td>$31.88</td>
<td>3135</td>
<td>21</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>0A</td>
<td>Z021-FCBCC</td>
<td>SCSM</td>
<td>$5,697.60</td>
<td>Cost Reimb</td>
<td>Cost Reimb</td>
<td>1</td>
<td>7</td>
<td>6/30/2021</td>
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<tr>
<td>0A</td>
<td>Z021-FCBCC</td>
<td>TRS</td>
<td>$72.90</td>
<td>$8.10</td>
<td>$8.10</td>
<td>9</td>
<td>1</td>
<td>6/30/2021</td>
</tr>
</tbody>
</table>
## PART A: BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Respite</th>
<th>Projects</th>
<th>Specialized Day Care</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approved Contract Amount</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2. Previous Funds Received for Contract Period</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>3. Contract Balance (line 1 minus line 2)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>4. Previous Funds Requested and Not Received for Contract Period</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>5. Contract Balance (line 3 minus line 4)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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## PART B: CONTRACT FUNDS REQUEST

<table>
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<tr>
<th>Description</th>
<th>(1)</th>
<th>(2)</th>
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<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2. Net Expenditures For Month</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>(DOEA Form 105Z Part B, Line 3)</td>
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<tr>
<td>3. TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## PART C: NET FUNDS REQUESTED

<table>
<thead>
<tr>
<th>Description</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1. Less Advance Applied</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2. Contract Funds are Hereby Requested for (Part B, Line 3 minus Part C, Line 1)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

List of Services / Units / Rates provided - See attached report.

DOEA FORM 106Z
Revised 05/18
ATTACHMENT XII

ANNUAL MODEL DAY CARE CENTER TRAINING REPORT

ALZHEIMER’S DISEASE INITIATIVE PROGRAM

Model Day Care Center Name:

Print name of person completing report

Signature of person completing report

Date

The purpose of the model day care program must be to provide service delivery to persons suffering from Alzheimer's disease or a related memory disorder and training for health care and social service personnel in the care of persons having Alzheimer's disease or related memory disorders. This report documents the required training for the State Fiscal Year July 1st through June 30th.

<table>
<thead>
<tr>
<th>Actual Training Events</th>
<th>Number Health Care Professionals Trained</th>
<th>Number Social Services Personnel Trained</th>
<th>Total People Trained</th>
</tr>
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<tbody>
<tr>
<td>Training Title:</td>
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<tr>
<td>Date:</td>
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<tr>
<td>Training summary:</td>
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## ATTACHMENT XIII
COST REIMBURSEMENT SUMMARY

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<tr>
<th>Budget Category</th>
<th>Description</th>
<th>Number of units</th>
<th>Service Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>Expenses</strong></td>
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<td>$0.00</td>
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**TOTAL EXPENSES**

$0.00
## ATTACHMENT XIV
### SERVICE RATE REPORT

<table>
<thead>
<tr>
<th>Program</th>
<th>Service</th>
<th>Fixed Cost</th>
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</thead>
<tbody>
<tr>
<td>ADI</td>
<td>CM</td>
<td>$37.50</td>
</tr>
<tr>
<td>ADI</td>
<td>RESF</td>
<td>$9.34</td>
</tr>
<tr>
<td>ADI</td>
<td>RESP</td>
<td>$26.88</td>
</tr>
<tr>
<td>ADI</td>
<td>SCSM</td>
<td>Cost Reimb</td>
</tr>
<tr>
<td>ADI</td>
<td>TRS</td>
<td>$8.10</td>
</tr>
</tbody>
</table>
SUBJECT: Consideration of Grant Year 2020-21 Contract #C020FCBCC, Community Care for the Elderly between Northeast Florida Area Agency on Aging, d/b/a ElderSource, and Flagler County Board of County Commissioners in the Amount of $192,667.00.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: The Community Care for the Elderly (CCE) grant in the amount of $192,667.00 provides funding for services that assist functionally impaired elderly persons to live as independently as possible in their own homes and avoid premature institutionalization. This is an annual grant that the county receives to provide these services. In grant year 2019-20 Flagler County received $192,667.00 also. A variety of services are provided by this grant including, but not limited to: case management, home delivered meals, homemaker, personal care, respite, and adult day care. Adult Day Care is usually provided at the David I. Siegel Day Center. Case management is provided by Senior Services case managers with all other services contracted with approved vendors. CCE is funded partly with state general funds and partly with county match. Additionally, seniors who receive services pay an income-based co-payment for the services provided as outlined in state mandated guidelines.

FUNDING INFORMATION: Revenue related to this grant is included in the FY2019-20 budget as well as the Proposed FY2020-21 budget in account 001-0000-334.69-01, to offset expenses related to this program.

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

RECOMMENDATIONS: Request the Board approve the CCE Contract in the amount of $192,667.00 between Flagler County and ElderSource and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said contract, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
1. Contract No. C020FCBCC Community Care for the Elderly (CCE)
THIS CONTRACT is entered into between the Northeast Florida Area Agency on Aging d/b/a ElderSource and Flagler County Board of County Commissioners (Contractor), collectively referred to as the “Parties.” The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient. The State of Florida Department of Elder Affairs is hereinafter referred to as the “Department”.

WITNESSETH THAT:

WHEREAS, ElderSource has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of ElderSource.

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

1. **Purpose of Contract:**

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

2. **Incorporation of Documents within the Contract:**

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

3. **Term of Contract:**

   This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2020** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 2021**.

4. **Contract Amount:**

   ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$192,667.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. **Renewals:**

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

6. **Compliance with Federal Law:**

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

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

   6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to ElderSource.
6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the ElderSource Contract Manager prior to the execution of this contract.

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

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


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

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

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

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

7. Compliance with State Law:

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

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

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

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

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the ElderSource Contract Manager prior to payment.

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

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

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

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

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

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

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

8. Background Screening:

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

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

9. Grievance Procedures:

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

10. Public Records and Retention:

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

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

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

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

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

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

ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257

10.3 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to ElderSource, transfer all public records in their possession to ElderSource and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

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

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

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

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

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

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

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

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

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

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

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

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

13. **Monitoring by ElderSource:**

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

14. **Provision of Services:**

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

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

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

16. **New Contract(s) Reporting:**

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

17. **Indemnification:**

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

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. **Insurance and Bonding:**

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

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

19. **Confidentiality of Information:**

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

20. **Health Insurance Portability and Accountability Act:**

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

21. **Incident Reporting:**

21.1 The Contractor shall notify ElderSource immediately but no later than forty-eight (48) hours from the Contractor’s awareness or discovery of conditions that may materially affect the Contractor’s or 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.

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

22. **Bankruptcy Notification:**

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

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

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

24. **Subcontracts:**

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

24.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from ElderSource or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. **Independent Capacity of Contractor:**

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

26. **Payment:**

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

27. **Return of Funds:**

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

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

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

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

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

30. **Conflict of Interest:**

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

31. **Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

32. **Purchasing:**

32.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

32.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

32.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b)
the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

32.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Department in accordance with its rules.

32.1.4 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY IN SO FAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at https://pride-enterprises.org/.

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

34. Patents, Copyrights, Royalties:

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

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

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

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.
35. Emergency Preparedness and Continuity of Operations:

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, by April 1st of each year, submit to the ElderSource Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify ElderSource of emergency provisions.

35.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36. Equipment:

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

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

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

36.3.1 Property records must be maintained that include a description of the equipment;
36.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
36.3.3 Source of funding for the equipment, including the federal award identification number;
36.3.4 Whether title vests in the Contractor or the federal government;
36.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government);
36.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
36.3.7 Location, use and condition of the equipment and the date the information was reported;
36.3.8 Unit acquisition cost; and
36.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
36.3.10 A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
36.3.11 A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
36.3.12 Adequate maintenance procedures must be developed to keep the property in good condition.
36.3.13 If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

36.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

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

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

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

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

36.9 The Contractor must adhere to ElderSource's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to ElderSource upon request. The Contractor has the responsibility to require any Subcontractors to comply with ElderSource’s ITR procedures.

37. **PUR 1000 Form:**

The PUR 1000 Form is hereby incorporated by reference and available at:


In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. **Use of State Funds to Purchase or Improve Real Property:**

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
39. **Dispute Resolution:**
Any dispute concerning performance of the contract shall be decided by the ElderSource Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.

40. **Financial Consequences:**
If the Contractor fails to meet the minimum level of service or performance identified in this contract, ElderSource shall impose financial consequences as stated in Attachment I.

41. **No Waiver of Sovereign Immunity:**
Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. **Venue:**
If any dispute arises out of this contract, the venue of such legal recourse shall be Duval County, Florida.

43. **Entire Contract:**
This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. **Force Majeure:**
The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. **Severability Clause:**
The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

46. **Condition Precedent to Contract Appropriations:**
The Parties agree that ElderSource’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

47. **Addition/Deletion:**
The Parties agree that ElderSource reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida’s best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. **Waiver:**
The delay or failure by ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource’s right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. **Compliance:**
The Contractor shall abide by all applicable current federal statutes, laws, rules, and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor and subject the contract to immediate unilateral cancellation of the contract at the discretion of ElderSource.

50. **Final Invoice:**
The Contractor shall submit the final invoice for payment to ElderSource no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and ElderSource shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by ElderSource.
51. **Renegotiations of Modifications:**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in ElderSource’s operating budget.

52. **Suspension of Work:**

ElderSource may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. ElderSource shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, ElderSource shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. **Termination:**

53.1 **Termination for Convenience.** ElderSource, by written notice to the Contractor, may terminate this contract in whole or in part when ElderSource determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 **Termination for Cause.** ElderSource may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of ElderSource. The rights and remedies of ElderSource in this clause are in addition to any other rights and remedies provided by law or under the contract.

54. **Electronic Records and Signature:**

ElderSource authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida’s Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

54.1 ElderSource’s authorization pursuant to this section does not authorize electronic transactions between the Contractor and ElderSource. The Contractor is authorized to conduct electronic transactions with ElderSource only upon further written consent by ElderSource.

54.2 Upon request by ElderSource, the Contractor shall provide ElderSource with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to ElderSource of any document that was originally in electronic form with an electronic signature must identify the person and the person’s capacity who electronically signed the document on any non-electronic copy of the document.
54. **Contract Manager:**

ElderSource may substitute any ElderSource employee to serve as the ElderSource Contract Manager.

*REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK*
56. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

| a. | The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is: | Flagler County Board of County Commissioners  
1000 Bell Terre Boulevard  
Palm Coast, FL 32164 |
| b. | The name of the contact person and street address where financial and administrative records are maintained is: | Joanne Hinkel, Senior Services Program Manager  
1000 Bell Terre Boulevard  
Palm Coast, FL 32164 |
| c. | The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is: | Jerry Cameron, County Administrator  
1000 Bell Terre Boulevard  
Palm Coast, FL 32164  
Phone: (386) 586-2324 |
| d. | The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is: | JaLynne Santiago,  
Chief Financial Officer  
10688 Old St. Augustine Road  
Jacksonville, FL 32257 |
| e. | The name, address, and telephone number of the Contract Manager for this contract is: | Terika Scatliffe, Contract Manager  
10688 Old St. Augustine Road  
Jacksonville, FL 32257  
Phone: (904) 564-0012 |

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.

57. All Terms and Conditions Included:
This contract and its Attachments I – XIV, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS WHEREOF, the Parties hereto have caused this fifty-eight (58) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE

SIGNED BY: ___________________________  
SIGNED BY: ___________________________

NAME: JERRY CAMERON  
NAME: LINDA LEVIN

TITLE: COUNTY ADMINISTRATOR  
TITLE: CHIEF EXECUTIVE OFFICER

DATE: ___________________________  
DATE: ___________________________

Federal Tax ID: 59-6000605  
Duns: 021121488
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I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

   Activities of Daily Living (ADLs)
   Area Agency on Aging (AAA)
   Access Priority Consumer List (APCL)
   Adult Protective Services (APS)
   Adult Protective Services Referral Tracking Tool (ARTT)
   Code of Federal Regulations (CFR)
   Corrective Action Plan (CAP)
   Community Care for the Disabled Adult (CCDA)
   Community Care for the Elderly (CCE)
   Client Information and Registration Tracking System (CIRTS)
   Department of Children and Families (DCF)
   Florida Administrative Code (F.A.C.)
   Florida Department of Elder Affairs (DOEA or Department)
   Florida Statutes (F.S.)
   Home Care for Disabled Adults (HCDA)
   Instrumental Activities of Daily Living (IADLs)
   Notice of Instruction (NOI)
   Planning and Service Area (PSA)
   Summary of Programs and Services (SOPS)

2. Program Specific Terms

   Administrative Funding: Contract dollars that are allocated to support the Contractor’s expenses incurred in 
   the management and operation of the CCE Program, as stipulated in this contract.

   Adult Protective Services Referral Tracking Tool (ARTT): A system designed to track DCF APS referrals 
   to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home 
   and community-based services as identified by APS staff.

   Aging Out: The condition of reaching sixty (60) years of age and being transitioned from DCF’s CCDA or 
   HCDA services to DOEA’s community-based services.

   Area Plan: A plan developed by ElderSource outlining a comprehensive and coordinated service delivery 
   system in its PSA in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026) and 
   Department instructions. The Area Plan includes performance measures and unit rates per service offered per
   county.

   Area Plan Update: A revision to the Area Plan wherein the Contractor enters CCE-specific data in the CIRTS. 
   An update may also include other revisions to the Area Plan as instructed by ElderSource.

   Department of Elder Affairs Programs and Services Handbook (DOEA Handbook): An official document 
   of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies 
   which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update 
   is provided through a NOI.
**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

**Instruction Memorandum:** ElderSource’s established method to communicate to the Contractor the requirements to perform specific tasks or activities in a particular manner.

**Lead Agency:** An agency designated by the AAA at least every six (6) years through competitive procurement which provides case management to all CCE clients and ensures service integration and coordination of service providers within the community care service system.

**NOI:** DOEÀ’s established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEÀ website at http://elderaffairs.state.fl.us/doea/nois.php.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the SOPS to demonstrate how programs and services help elders, families, and caregivers.

**Service Provider Application** – A plan developed by the Contractor and ElderSource instructions. The Service Provider Application includes performance measures and unit rates per service offered per county.

**Service Provider Application Update:** A revision to the Service Provider Application where in the Provider relays any changes to services to be provided during the contract year as well any updates to delivery methods. Provider are also required to submit any requested changes to unit rates as part of the Service Provider Application Update.

**Summary of Programs and Services (SOPS):** A document produced by DOEÀ and updated yearly to provide the public and the Legislature with information about programs and services for Florida’s elders.

**Vulnerable Adult in Need of Services:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator and is in need of protective services or other services to prevent further harm.

### B. General Description

1. **General Statement**
   
The primary purpose of the CCE Program is to prevent, decrease, or delay premature or inappropriate and expensive placement of elders in nursing homes and other institutions.

2. **Community Care for the Elderly Mission Statement**
   
The CCE Program assists functionally impaired elderly persons in living dignified and reasonably independent lives in their own homes or in the homes of relatives or caregivers through the development, expansion, reorganization, and coordination of various community-based services. The program provides a continuum of care so that functionally impaired elderly persons age sixty (60) and older may be assured the least restrictive environment suitable to their needs.

3. **Authority**
   
The relevant authority governing the CCE Program includes:
   
   a. Sections 430.201-430.207, F.S.;
   
   b. Rule Chapter 58C-1, F.A.C.; and
   
   c. The Catalog of State Financial Assistance (CSFA) Number 65.010.

4. **Scope of Service**
   
The Contractor is responsible for the programmatic, fiscal, and operational management of CCE Program. The program services shall be provided in a manner consistent with ElderSource’s current Service Provider Application, as updated, and the current DOEÀ Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEÀ Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. **Major Program Goals**
The major goals of the CCE Program are to preserve the independence of elders and prevent or delay costlier institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency, and to provide a continuum of service alternatives that meets the diverse needs of functionally-impaired elders.

C. Clients to be Served

1. General Description

The CCE Program provides a continuum of services for functionally-impaired elders age sixty (60) and older.

2. Client Eligibility

To receive services under this contract, an applicant must:

a. Be at least sixty (60) years of age and be functionally impaired pursuant to Section 430.203(7), F.S., as determined through the functional assessment and at least an annual reassessment; or

b. Be aging out as defined in Section I.A.2. of this contract.

c. Clients cannot be dually enrolled in the CCE Program and a Medicaid-capitated long-term care program.

3. Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected, or exploited.

4. Client Determination

ElderSource shall have final authority for the determination of client eligibility.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the CCE Program, the Contractor shall perform, or ensure that its subcontractors perform, 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. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used to prioritize new clients for service delivery in the sequence below. It is not the intent of ElderSource to remove existing clients from services to serve new clients being assessed and prioritized for service delivery.

a. DCF APS High Risk individuals: The Contractor shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be vulnerable adults in need of services, pursuant to Section 415.104(3)(b), or to be victims of abuse, neglect, or exploitation who need immediate services to prevent further harm, and are referred by APS, shall be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within seventy-two (72) hours after referral to the Lead Agency or as established in accordance with local protocols developed between CCE Lead Agencies and APS. The Contractor shall follow guidelines for DCF APS High Risk referrals established in the APS Operations Manual, which is incorporated by reference.

b. For DCF APS Low, Intermediate, and High-Risk Referrals for individuals enrolled in a Medicaid long-term care program at the time of referral to the Contractor or subcontractor, the Contractor shall:

   i. Ensure that the intake entity contacts and notifies the DCF APS protective investigator that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and

   ii. Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.
c. Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.

d. Aging Out individuals: Individuals receiving CCDA and HCDA services through DCF’s Adult Services transitioning to community-based services provided through ElderSource when DCF’s services are not currently available.

e. Service priority for individuals not included in a., c., or d. above, regardless of referral source, will be determined through the Department’s functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

3. Referrals for Medicaid Waiver Services

a. The Contractor must require subcontractors, through the performance of the client assessment, to identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.

b. The Contractor must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services to receive community-based services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.

c. The Contractor must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

4. Program Services

The Contractor shall ensure the provision of program services is consistent with ElderSource’s current Area Plan, as updated and approved by the Department, and the current DOEA Handbook.

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 Financial 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 a copy of all subcontracts to the ElderSource Contract Manager within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, subrecipients, 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 to ensure that the budget is met, the scope of work is accomplished within the specified time periods, and all other performance goals stated in this contract are achieved.

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontracts to the ElderSource Contract Manager as part of Annual Programmatic Monitoring or upon request from the ElderSource Contract Manager.
C. Staffing Requirements

1. Staffing Levels
   The Contractor shall dedicate its own staff as necessary to meet the obligations of 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 as specified in the current DOEA 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 source documentation required to evidence the completion of the tasks specified in this contract.

1. Delivery of Service to Eligible Clients

   The Contractor shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the following services in accordance with the Contractor’s Service Provider Application Update, ElderSource’s current Department-approved Area Plan, the current DOEA Handbook, which is incorporated by reference, and Section II.A. of this contract. 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 continuum of services provided under this contract include those identified by the following service categories:

   a. Core Services for Programmatic Operation

      The Contractor shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. The Contractor shall not directly provide core services to clients. Core services, to be provided at the unit rate identified in the Contractor’s Service Provider Application, as updated, include the following:

      (1) Adult Day Care;                                (8) Housing Improvement;
      (2) Chore Services;                                  (9) Legal Assistance;
      (3) Companionship;                                   (10) Pest Control Services;
      (4) Escort;                                           (11) Respite Services;
      (5) Financial Risk Reduction;                        (12) Shopping Assistance; and
      (6) Home Delivered Meals;                            (13) Transportation.
      (7) Homemaker;

   b. Health Maintenance Services

      The Contractor shall ensure that health maintenance services are made available as necessary to help maintain the health of functionally-impaired elders. These services are limited to medical therapeutic services and non-medical prevention services. Typical services to be provided at the unit rate identified in the Contractor’s Service Provider Application, as updated, include the following:

      (1) Adult Day Health Care;                           (8) Nutrition Counseling;
      (2) Emergency Alert Response;                        (9) Occupational Therapy;
      (3) Gerontological Counseling;                       (10) Personal Care;
      (4) Health Support;                                  (11) Physical Therapy;
(5) Home Health Aide; (12) Skilled Nursing Services;
(6) Medication Management; (13) Specialized Medical Equipment,
(7) Mental Health Services, and Supplies; and Counseling/Screening;
(14) Speech Therapy.

c. Other Support Services

The Contractor shall ensure that support services expand the continuum of care options to assist functionally-impaired elders and their caregivers. Support services to be provided at the unit rate identified in the Contractor’s Service Provider Application, as updated, include the following:

(1) Caregiver Training/Support; (4) Intake;
(2) Case Aid; (5) Material Aid; and
(3) Case Management; (6) Other services, as approved by ElderSource.

2. Services and Units of Service

The Contractor shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. The Service Rate Report (Attachment XV) lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Contractor’s Service Provider Application, as updated, as shown in the Service Rate Report, and approved by ElderSource.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of CCE Program operations in accordance with the current DOEA Handbook and the Department-approved ElderSource Area Plan and Cost Analysis. Management and oversight of CCE Program operations include the following:

a. Developing a competitive solicitation process for allocation of CCE funds, including appeal procedures for handling disputes involving the Lead Agency;

b. Developing a Service Provider Application and updating it annually;

c. Designating appropriate and capable Subproviders and establishing vendor agreements, when applicable for CCE services according to manuals, rules, and agreement procedures of DOEA;

d. Providing technical assistance and training to Subproviders, subcontractors, and vendors to ensure provision of quality services;

e. Monitoring and evaluating Subproviders, subcontractors, and vendors for fiscal, administrative, and programmatic compliance;

f. Appropriately and timely submitting payments to subcontractors;

g. Arranging in-service training for Subproviders at least annually;

h. Establishing procedures for handling recipient complaints and ensuring 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, Subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;

i. Ensuring compliance with Client Information and Registration Tracking System (CIRTS) regulations;

j. Monitoring performance objective achievements in accordance with targets set by ElderSource; and

k. Conducting 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 the Department in a timely manner, as determined by the ElderSource Contract Manager. The Contractor shall establish reporting due dates for Subcontractors that permit the Contractor to meet ElderSource’s reporting requirements.

1. Service Provider Application Update and All Revisions Thereto
The Contractor is required to submit an annual Service Provider Application Update wherein the Contractor provides service delivery detail and proposed unit rates for the contract year. The Contractor may also be required to submit revisions to the Service Provider Application Update as instructed by ElderSource.

2. CIRTS Reports
The Contractor shall ensure timely input of CCE-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
   a. Client Reports;
   b. Monitoring Reports;
   c. Services Reports;
   d. Miscellaneous Reports;
   e. Fiscal Reports;
   f. Outcome Measurement Reports.

3. Annual Service Cost Reports
The Contractor shall submit Annual Service Cost Reports, which reflect actual costs of providing each service by program. This Annual Service Cost Report provides information for planning and negotiating unit rates and is due to the ElderSource Senior Accountant within 45 days of contract end.

4. Surplus/Deficit Reports
The Contractor shall submit a Surplus/Deficit Report, in a format provided by ElderSource, to the ElderSource Contract Manager by the twelfth (12th) day of each month. This Surplus/Deficit Report is for all agreements and contracts between the Contractor and ElderSource and must include the following:
   a. A list of all programs and their current status regarding surplus/deficit;
   b. The Contractor’s detailed plan on how the surplus/deficit spending exceeding the threshold specified by ElderSource will be resolved.

5. Program Highlights
The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2019-2020 by September 15, 2020. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to ElderSource.

F. Records and Documentation
1. Requests for Payment
The Contractor shall maintain documentation to support Requests for Payment that shall be available to ElderSource or authorized individuals, such as ElderSource’s Chief Financial Officer, upon request.
2. CIRTS Data and Maintenance
The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in CIRTS or any such system designated by ElderSource. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to ElderSource standards.

3. CIRTS Address Validation
The Contractor shall work with ElderSource to ensure client address 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 these can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped and the Contractor will be responsible for verifying correct addresses and send a list to ElderSource with confirmed addresses. ElderSource will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Lead Agencies.

4. Data Integrity and Back up Procedures
Each Contractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. A copy of the backed-up data shall be stored in a secure, offsite location.

5. 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.

G. Performance Specifications
1. Outcomes and Outputs (Performance Measures)
The Contractor must:
   a. Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.2. of this contract;
   b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.A.1.-4 and Section II.D.1.-3. of this contract;
   c. Timely and accurately submit to ElderSource all required documentation and reports described in Section II.E.;
   d. Timely and accurately submit to ElderSource Attachments XI, XII, and XIII, and supporting documentation, in accordance with Attachment X, Invoice Report Schedule; and

2. Annual Programmatic Monitoring Report
The Contractor’s performance of the measures in Section II.G.1. above will be reviewed and documented in ElderSource’s Annual Programmatic Monitoring Report.

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, and/or on-site visit(s). 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.

H. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables 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 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 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 and approaches used to perform 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 Methods 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 other terms and conditions of this contract.

1. Fixed Fee/Unit Rate

Payment for Fixed Fee/Unit Rates shall not exceed amounts established in the Service Rate Report (Attachment XIV) per unit of service.

2. Cost Reimbursement

Payment may be authorized only for allowable expenditures which are in accordance with the services specified in the Service Rate Report. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report, as well as the Cost Reimbursement Summary Form, beginning with the first month of this contract.
3. **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 State of Florida (budget release). The Contractor’s requests for advance payments require the written approval of ElderSource’s Contract Manager. For the first month’s advance request, the Contractor shall provide to ElderSource’s Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor’s financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and ElderSource’s Contract Manager, in conjunction with the Department of Elder Affairs, has determined that there is justified need for an advance, ElderSource will issue approved advance payments after July 1st of the contract year.

a. All advance payments made to the Contractor shall be reimbursed to ElderSource as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI), starting with Report Number 5, in accordance with the Invoice Report Schedule (Attachment X).

**B. Funding Distribution**

The Contractor agrees to distribute funds as detailed in the ElderSource Area Plan update and the Annual Budget Summary (Attachment IX). Any changes in the total amounts of the funds identified on the Annual Budget Summary form require a contract amendment.

**C. Method of Invoice Payment**

Payment shall be made upon the Contractor’s presentation of an invoice subsequent to the acceptance and approval by the Department of the deliverables listed on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment on a monthly basis for the units of services established in the Service Provider Application Update, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Service Rate Report of this contract. 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. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the ElderSource Contract Manager for written approval. Any change to the total contract amount requires a contract amendment;

2. The Contractor shall submit Requests for Payment and Receipt and Expenditure Reports that support Requests for Payment and shall submit to ElderSource using the attached Request for Payment form, Receipt and Expenditure Report, and Cost Reimbursement Summary for services and administrative expenses, which must include itemized expenditure categories; and

3. All Requests for Payment shall be based on the submission of monthly Receipt and Expenditure Reports beginning with the first month of this contract. The schedule for submission of advance requests (when available) and invoices is set forth in the Invoice Report Schedule (Attachment X).

**D. Payment Withholding**

Any payment due by ElderSource under the terms of this contract may be withheld pending the receipt and approval by ElderSource of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowances.

**E. Final Invoice Instructions**

The Contractor shall submit the final Request for Payment to ElderSource no later than **July 31, 2021**.
F. CIRTS Data Entries for Contractors

The Contractor shall enter all required data for clients and services in the CIRTS database per the current DOE Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Contractors must enter this data into the CIRTS prior to submitting their Requests for Payment and Receipt and Expenditure Reports to ElderSource.

G. Contractor’s Monthly CIRTS Reports

The Contractor shall run monthly CIRTS reports and to verify that client and service data in the CIRTS is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipt and Expenditure Report and must be reviewed by the Contractor before the subcontractor’s Request for Payment and Receipt and Expenditure Reports can be approved by ElderSource.

H. Corrective Action Plan

1. Contractor shall ensure one hundred percent (100%) of the deliverables identified in Section II.D.1.-3. of this contract 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 IIE.1-3 of this contract, 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 below in Section III.I. of this contract 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.

3. If the Contractor fails to correct an identified deficiency within the approved time specified in the CAP, ElderSource shall deduct the percentage established in Section III.I. of this contract from the payment for the invoice of the following month.

4. If the Contractor fails to timely submit a CAP, ElderSource shall deduct the percentage established in Section III.I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. 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.E. of this contract. 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.E. of this contract.

1. Delivery of services to eligible clients as referenced in Section II.A.1.-2. and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRTS reports, will result in a two percent (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, referenced in Section III.H.;

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 DOE Handbook, the service tasks described in Section II.A., and the Service Rate Report (Attachment XIV), and/or failure to submit required documentation will result in a two percent (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, referenced in Section III.H.;

3. Administrative responsibilities as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of CCE Program operations will result in a two percent (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 Department-approved CAP, referenced in Section III.H.;

4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by ElderSource’s Contract Manager will result in a two percent (2%) reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the ElderSource’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the ElderSource-approved CAP, referenced in Section III.H.; and

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 June 30, 2021; email requests are considered acceptable.

B. Contractor’s Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirement

   The Contractor must provide a match of at least ten percent (10%) of the cost for all CCE services. The match must be made in the form of cash and/or in-kind resources. At the end of the contract period, all CCE funds expended must be properly matched. State funds shall not be used to match another state-funded program.

2. Cost Sharing and Co-Payments

   Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with CCE must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

   a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.

   b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client’s co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

   c. Co-payments include only the amounts assessed to consumers by subcontractors or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer’s contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE Program can be used as part of the local match, as detailed above in Section IV.B.1.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

   The Contractor is expected to spend all funds provided by ElderSource for the purpose specified in this contract. 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 Lead Agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Contract Limits

   In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.
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 Contractor’s 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 and in authorizing proviso. 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 authorized in proviso.

E. 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 other 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.

F. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and 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).

G. Enforcement

1. In accordance with Section 430.04, F.S., ElderSource may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor’s designation as a Lead Agency, 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 ElderSource;
f. The Contractor has failed to properly determine client eligibility as defined by ElderSource or efficiently manage program budgets; or

g. The Contractor has failed to implement and maintain an 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. In the event ElderSource initiates action to rescind a Lead Agency designation, ElderSource shall follow the procedures set forth in 42 U.S.C. § 3025(b).

H. Contract Modifications

The ElderSource’s Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the ElderSource Contract Manager, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by ElderSource’s Contract Manager to the Contractor and are subject to the discretion of ElderSource’s Contract Manager. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT
ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by ElderSource to the Contractor may be subject to audits and/or monitoring by ElderSource, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by ElderSource staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by ElderSource. In the event ElderSource determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by ElderSource to the Contractor regarding such audit. The Contractor 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 Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through ElderSource by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from ElderSource. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to the ElderSource contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.
PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through ElderSource by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received through ElderSource from the Department of Elder Affairs, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to the ElderSource contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor’s fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor’s fiscal year end. Notwithstanding the applicability of this portion, ElderSource retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

JaLynne Santiago, Chief Financial Officer
ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to ElderSource.
Any reports, management letters, or other information required to be submitted to ElderSource pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to ElderSource for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow ElderSource or its designee, and the Chief Financial Officer access to such records upon request. The Contractor shall ensure that audit working papers are made available to ElderSource or its designee, and the Chief Financial Officer upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by ElderSource.
ATTACHMENT II-EXHIBIT 1

PART I:  AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

_____ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.
__X__ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.
_____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II:  FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
  2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
  2 CFR § 200.201 – Administrative Requirements**
  2 CFR § 200 Subpart F – Audit Requirements
  Reference Guide for State Expenditures
  Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
  2 CFR § 200.400 - § 200.411 – Cost Principles*
  2 CFR § 200.100 – Administrative Requirements
  2 CFR § 200 Subpart F – Audit Requirements
  Reference Guide for State Expenditures
  Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
  2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
  2 CFR § 200.100 – Administrative Requirements
  2 CFR § 200 Subpart F – Audit Requirements
  Reference Guide for State Expenditures
  Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.
Chapter 691-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations
ATTACHMENT II-EXHIBIT 2
FUNDING SUMMARY (2020 - 2021)

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. **FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CFDA</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FEDERAL AWARD**

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

**FEDERAL FUNDS:**
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CFDA</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**TOTAL STATE AWARD**

**STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.**

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CSFA</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Community Care for the Elderly</td>
<td>General Revenue</td>
<td>65.010</td>
<td>$192,667.00</td>
</tr>
</tbody>
</table>

**TOTAL AWARD**

$192,667.00

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

**STATE FINANCIAL ASSISTANCE**
Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations
ATTACHMENT III
CERTIFICATIONS AND ASSURANCES

ElderSource will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from ElderSource.

5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from ElderSource.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.
Contractor understands that ElderSource, DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform ElderSource immediately upon any change of circumstances regarding this status.


As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in ElderSource terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified.
to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with ElderSource, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to ElderSource staff and/or any party designated by ElderSource any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and ElderSource is named in the civil action, Contractor agrees to indemnify and hold harmless ElderSource for any costs incurred by ElderSource and any attorneys’ fees assessed or awarded against ElderSource from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in section 768.28(2), F.S.

1. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of
Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does __X__ does not ____provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by ElderSource are available for inspection if applicable, as stated above.

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

<table>
<thead>
<tr>
<th>County Administrator</th>
<th>1000 Belle Terre Blvd.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature and Title of Authorized Representative</strong></td>
<td><strong>Street Address</strong></td>
</tr>
<tr>
<td>Flagler County Board of County Commissioners</td>
<td>Palm Coast, FL 32164</td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td><strong>Date</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT IV
ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Administrator</td>
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<table>
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<tr>
<th>APPLICANT ORGANIZATION</th>
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</thead>
<tbody>
<tr>
<td>Flagler County Board of County Commissioners</td>
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# ATTACHMENT V
## FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

<table>
<thead>
<tr>
<th>Program/Facility Name</th>
<th>County</th>
<th>Contractor</th>
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<table>
<thead>
<tr>
<th>City, State, Zip Code</th>
<th>Date</th>
<th>Telephone</th>
</tr>
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<tbody>
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</table>

### PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

   ______________________________________________________________________________________________________________
   ______________________________________________________________________________________________________________

### PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with ElderSource?  
   N/A  YES  NO

   [ ]

7. Compare the staff composition to the population. Is staff representative of the population?  
   N/A  YES  NO

   [ ]

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?  
   N/A  YES  NO

   [ ]

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?  
   N/A  YES  NO

   [ ]

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?  
    N/A  YES  NO

    [ ]

11. Is the program/facility accessible to non-English speaking clients?  
    N/A  YES  NO

    [ ]

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?  
    Verbal [ ] Written [ ] Poster [ ]

    [ ]
13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

17. Has a person been designated to coordinate Section 504 compliance activities?

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain.

---

ELDERSOURCE USE ONLY

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<tr>
<th>Reviewed by</th>
<th>Program Office</th>
<th>Date</th>
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*Notice of Corrective Action Sent __/__/___

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ATTACHMENT V

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
   a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.

5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.

9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).

10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).

11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).

12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
   a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
   b. Modify policies and practices that do not meet Section 504 requirements;
   c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
   d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).

16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).

17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).

18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).

19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).

20. Programs or facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.
# Contractor's State Contract List

**CONTRACTOR INFORMATION:**

- Name:
- Phone:
- Address:
- Email:
- FEID:
- Contact:

**REPORT PERIOD:**

- From: July 2020 - June 2021
- To: [Blank]

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<th>State Agency/Program</th>
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<th>End Date</th>
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**SIGNATURE:** ____________________________  **DATE:** ________________

**TITLE:** ____________________________
AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

➢ The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

➢ A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

ATTESTATION:
As the duly authorized representative of_________________________ Employer Name
located at _____________________________
Street Address City State ZIP code
I, _______________________________ do hereby affirm under penalty of perjury Name of Representative
that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

______________________________  ______________________________
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF __Flagler____________________

Sworn to (or affirmed) and subscribed before me this____day of______________, 20___, by________________________(Name of Representative) who is personally known to me or produced______________________________ as proof of identification.

__________________________________
Print, Type, or Stamp Commissioned Name of Notary Public  Notary Public
ATTACHMENT VIII
CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)
CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO ELDERSOURCE

CONTRACTOR NAME: ________________________________________________

ELDERSOURCE CONTRACT NUMBER: ____________________________

*REPORTING PERIOD-FROM: ______________ TO: ____________________
*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO ELDERSOURCE)

ELDERSOURCE CONTRACT MANAGER: __________________________________

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

CONTACT ELDERSOURCE FOR ANY QUESTIONS, AT 904-391-6600.

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ELDERSOURCE USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JALYNNE SANTIAGO

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click "search". Only Certified Minority Business Entities will be displayed.

https://osd.dms.myflorida.com/directories
INSTRUCTIONS

(A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR ELDERSOURCE CONTRACT.
(B) ENTER THE ELDERSOURCE CONTRACT NUMBER.
(C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE’S SERVICE PERIOD.
(D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
   1. ENTER CERTIFIED MINORITY BUSINESS NAME.
   2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
   3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
   4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
(E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO ELDERSOURCE FINANCIAL ADMINISTRATION FOR PROCESSING.
(F) ELDERSOURCE FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO DOEA.
### ATTACHMENT IX
### ANNUAL BUDGET SUMMARY
### COMMUNITY CARE FOR THE ELDERLY

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**Gr Contract Amount** | $192,667.00
**Gr Contract Units** | 12,762
**Gr Contract Clients** | 134
## ATTACHMENT X
### INVOICE REPORT SCHEDULE

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</tr>
<tr>
<td>15</td>
<td>Final Invoice</td>
<td>July 31</td>
</tr>
</tbody>
</table>

**Legend:** * Advance based on projected cash need.

**Note # 1:** To request an advance, a letter of justification must be submitted to ElderSource by July 1st.

**Note # 2:** All advance payments made to the Provider shall be returned 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 five. The adjustment shall be recorded on the report (Attachment XI).

**Note #3:** Submission of expenditure reports may or may not generate a payment request. If a final expenditure report reflects funds due back to ElderSource, payment is to accompany the report.
### COMMUNITY CARE FOR THE ELDERLY

#### REQUEST FOR PAYMENT

**RECIPIENT NAME, ADDRESS, PHONE# and FEID#**

**TYPE OF PAYMENT:**
- Regular ________
- Advance ______

**Contract #:**

**Contract Period:**

**Report Period:**

**Report #:**

**Invoice #:**

**PSA:** ______

---

**CERTIFICATION:** I hereby certify to the best of my knowledge that this request or refund conforms with the terms and the purposes of the above contract.

**Prepared by:** __________________________ Date: __________  
**Approved by:** __________________________ Date: __________

<table>
<thead>
<tr>
<th>PART A: BUDGET SUMMARY</th>
<th>CCE Admin.</th>
<th>CCE Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approved Contract Amount</td>
<td>$ ________</td>
<td>$ 0.00</td>
<td>$ ________</td>
</tr>
<tr>
<td>2. Previous Funds Received for Contract Period</td>
<td>$ ________</td>
<td>$ 0.00</td>
<td>$ ________</td>
</tr>
<tr>
<td>3. Contract Balance (line 1 minus line 2)</td>
<td>$ ________</td>
<td>$ 0.00</td>
<td>$ ________</td>
</tr>
<tr>
<td>4. Previous Funds Requested and Not Received for Contract Period</td>
<td>$ ________</td>
<td>$ 0.00</td>
<td>$ ________</td>
</tr>
<tr>
<td>5. CONTRACT BALANCE (line 3 minus line 4)</td>
<td>$ ________</td>
<td>$ 0.00</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART B: CONTRACT FUNDS REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anticipated Cash Need (1st - 2nd months)</td>
<td>$ ________</td>
</tr>
<tr>
<td>2. Net Expenditures For Month (DOEA Form 105C, Part B, Line 4)</td>
<td>$ ________</td>
</tr>
<tr>
<td>3. TOTAL</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART C: NET FUNDS REQUESTED</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Less Advance Applied</td>
<td>$ ________</td>
</tr>
<tr>
<td>2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

List of Services / Units / Rates provided - See attached report.

---

**DOEA FORM 106C**  
**Revised 06/08/16**
### ATTACHMENT XII
#### RECEIPT AND EXPENDITURE REPORT

<table>
<thead>
<tr>
<th>PROVIDER NAME, ADDRESS, PHONE # and FEID#</th>
<th>Program Funding</th>
<th>Contract # __________</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCE Admin. _________</td>
<td>Contract Period _______________</td>
<td></td>
</tr>
<tr>
<td>CCE Services __________</td>
<td>Report Period ______________</td>
<td></td>
</tr>
<tr>
<td>PSA _______</td>
<td>Report # __________</td>
<td></td>
</tr>
<tr>
<td>Invoice # __________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION:** I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract.

Prepared by: ______________________________ Date: __________ Approved by: ___________________________________ Date: ______________

### PART A: BUDGETED INCOME / RECEIPTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

5. Local In-Kind Match  
6. TOTAL RECEIPTS  

<table>
<thead>
<tr>
<th>1. Approved Budget</th>
<th>2. Actual Receipts For This Report</th>
<th>3. Total Receipts Year to Date</th>
<th>4. Percent of Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

### PART B: EXPENDITURES

<table>
<thead>
<tr>
<th>1. Administrative Services</th>
<th>2. Service Subcontractor(s)</th>
<th>3. Adult Protective Services</th>
<th>4. TOTAL EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

5. TOTAL EXPENDITURES  

<table>
<thead>
<tr>
<th>1. Approved Budget</th>
<th>2. Expenditures For This Report</th>
<th>3. Expenditures Year to Date</th>
<th>4. Percent of Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

### PART C: OTHER REVENUE AND EXPENDITURES

II. Interest:  
III. Advance Recouped

<table>
<thead>
<tr>
<th>1. Program Income (PI)</th>
<th>1. Earned on GR Advance $ ______________</th>
<th>$ ______________</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CCE: PI Collected YTD $ __________</td>
<td>2. Return of GR Advance $ __________</td>
<td></td>
</tr>
<tr>
<td>(Includes fees collected)</td>
<td>3. Other Earned $ __________</td>
<td></td>
</tr>
</tbody>
</table>

### PART D: CO-PAYMENTS

1. Total of Co-payments assessed  
2. Total of Co-payments collected  
   (For Tracking Purposes only)

<table>
<thead>
<tr>
<th>CURRENT MONTH</th>
<th>YEAR-TO-DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>$ __________</td>
<td>$ __________</td>
</tr>
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</table>
## ATTACHMENT XIII
### COST REIMBURSEMENT SUMMARY

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Description</th>
<th>Number of units</th>
<th>Service Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSES** $0.00
## ATTACHMENT XIV
### SERVICE RATE REPORT

<table>
<thead>
<tr>
<th>Prog</th>
<th>Svc</th>
<th>Fixed Cost</th>
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</thead>
<tbody>
<tr>
<td>CCE</td>
<td>ADC</td>
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<tr>
<td>CCE</td>
<td>CM</td>
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<tr>
<td>CCE</td>
<td>EHDM</td>
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</tr>
<tr>
<td>CCE</td>
<td>HDM</td>
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<tr>
<td>CCE</td>
<td>HMK</td>
<td>$18.95</td>
</tr>
<tr>
<td>CCE</td>
<td>HOIM</td>
<td>Cost Reimb</td>
</tr>
<tr>
<td>CCE</td>
<td>MATE</td>
<td>Cost Reimb</td>
</tr>
<tr>
<td>CCE</td>
<td>MHSI</td>
<td>$60.85</td>
</tr>
<tr>
<td>CCE</td>
<td>PECA</td>
<td>$14.67</td>
</tr>
<tr>
<td>CCE</td>
<td>RESP</td>
<td>$17.68</td>
</tr>
<tr>
<td>CCE</td>
<td>SCSM</td>
<td>Cost Reimb</td>
</tr>
</tbody>
</table>
SUBJECT: Consideration of Coronavirus Relief Fund (CRF) Subrecipient Agreement between Florida Housing Finance Corporation and Flagler County Board of County Commissioners as part of the State Housing Initiatives Partnership (SHIP) Program in the Amount of $440,765.00.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: A portion of the CARES Act funds is being distributed by Florida Housing Finance Corporation to eligible local governments for administration of the expenditures authorized by this Agreement. As an eligible government, we will be able to assist Flagler County residents with a variety of assistance. There are specific requirements for this funding. This is an income based agreement therefore, all households assisted must be at or below 120% of the area median income.

Some pre-approved activities include:

- Rental assistance payments (including back rent)
- Deposits
- Utility payments
- Mortgage payments
- Foreclosure or eviction prevention
- Homeownership counseling

The term of performance of this Agreement is March 1, 2020 – December 30, 2020. All funds must be expended by December 30, 2020. Funding availability will be advertised at least 10 days before the beginning of the application period.

The total funding for Flagler County is $440,765, of which $345,560 must be used for residents in the City of Palm Coast. There is an allowance of up to 10% of the allocation expended to carry out the activities of the Agreement.

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
586-2324 Ext 3626

RECOMMENDATION: Request the Board approve the CRF Subrecipient Agreement in the amount of $440,765 between Flagler County and Florida Housing Finance Corporation 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. Coronavirus Relief Fund Subrecipient Agreement
2. Unanticipated Revenue Resolution
CORONAVIRUS RELIEF FUND (CRF)  
SUBRECIPIENT AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida’s economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the “Coronavirus Relief Funds or CRF funds”) will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

WHEREAS, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

B. Definitions:

1. “Administrative Expenditures” means funds, not to exceed 10% of the allocation, expended by Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.

2. “Annual income” means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes.

3. “Eligible Housing” means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent,
safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. “Eligible Local Government” means a local government in Florida that meets the SHIP Program eligibility requirements.

5. “Eligible Persons” or “Households” means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.

6. “Eligible Sponsor” means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.

7. “Expended” means the affordable housing activity is complete.

8. “Program Income” means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds.

9. “Project Delivery Costs” means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.

10. “Sub-Grantee” means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. **Amount of Funds Available to Subrecipient:** The total funds made available to Subrecipient under this Agreement is: $440,765, of which $345,560 must be used in the City of Palm Coast.

2. **Disbursement of Funds to Eligible Subrecipients:** The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount in Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

3. **Establishment of CRF Trust Fund:** Subrecipient must establish and maintain a CRF trust fund
or a pooled account where CRF funds are clearly designated.

4. **Expenditure of Funds by Subrecipient:** CRF funds shall be Expended by Subrecipient for the following:
   a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
   b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
   c. CRF funds may be used for the following pre-approved program purposes or activities:
      i. Rental assistance payments (including back rent, deposits and utility payments);
      ii. Mortgage payments and buydowns;
      iii. Emergency repair of housing;
      iv. Assistance to homeowners to pay insurance deductibles;
      v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
      vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
      vii. Homeownership counseling.

All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.

5. **Term:** The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.

6. **Advertisement of Availability of Funds:** CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
   a. The amount of funds projected to be received from the state for the fiscal year(s).
   b. The beginning and ending date of the application period;
   c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);

7. **Repayments:**
   a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only
expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.

b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.

c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.

d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.

f. The Subrecipient’s obligations under this section will survive the termination of the Agreement.

8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than $750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.

a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.

b. At a minimum, an application for program assistance should contain the following items for each household members:

i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;

ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;

iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.

iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida’s public records laws.
v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

E. **Allowable Rental Assistance (Subsidies):** Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:

1. Security and utility deposit assistance to secure temporary or permanent rental housing; or

2. Eviction prevention not to exceed 10 months’ rent; or

3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or

F. **Allowable Mortgage Payments:** Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.

G. **Income Categories:** All households assisted must be at or below 120% of the area median income.

H. **CRF Eligible Person Award Terms:** CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.

I. **Reporting Requirements:** The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.

J. **Program Compliance**

1. **File Management and Record Retention relating to CRF Eligible Persons or Sponsors:** Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
   a. **Contents of File:** Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
   b. **Record and File Retention:** Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement, and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
      i. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government’s need for additional documentation.
ii. Eligible Sponsors (developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient’s housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.

iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.

iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Subrecipient must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
   1) applications;
   2) program and set-aside records;
   3) housing agreements;
   4) income verifications and
   5) other records as required by Florida Housing or federal, state and local law or regulations.

v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.

c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.

2. Files Management and Record Retention relating to Subrecipient and Administration of this Agreement:
   a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.
   b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.
c. Record and File Retention: Subrecipient must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.

d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

e. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.

3. Compliance Monitoring: Subrecipient must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Subrecipient:

a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.

b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
   i. Proof of income compliance;
   ii. Proof of homeownership;
   iii. Proof of use of FEMA proceeds;
   iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
   v. Documentation of any required remediation;
   vi. Certificate of Occupancy;
   vii. Placed in Service documentation;
   viii. Proof of contract or eligibility;
   ix. Documentation of payments made on the award; and
   x. Documentation of the value/sales price of the unit, as applicable.

4. Cooperation with Inspector General: Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing’s Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.
5. **Technical Assistance**: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing’s Catalyst contractor.

6. **Program Income**: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.

7. **Recaptured Funds**: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. **Contacts**

1. Florida Housing’s contract administrator for this Agreement is:
   Contract Administrator
   Florida Housing Finance Corporation
   227 North Bronough St., Suite 5000
   Tallahassee, Florida 32301-1329
   Phone: 850.488.4197
   E-mail: Contract/Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:
   Robert Dearduff, Assistant Director of Special Programs
   Florida Housing Finance Corporation
   227 North Bronough St., Suite 5000
   Tallahassee, Florida 32301-1329
   Phone: 850.488.4197
   E-mail: Robert.Dearduff@floridahousing.org
   or the designated successor.

3. The Grantee’s contract administrator for this Contract is:
   Devrie Paradowski, Housing Program Coordinator
   1000 Belle Terre Boulevard
   Palm Coast, Florida 32164
   Phone: 386.586.2324
   E-mail: dparadowski@flaglercounty.org
   or the designated successor.

L. **2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach
contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the
substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

   a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;
b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;

e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If Subrecipient commits fraud in the performance of its obligations under this Contract; or

i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida’s Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or
the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.

2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing’s Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.

3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient’s failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.

2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.

4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
5. **Entire Agreement:** This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.

6. **Lobbying:** In accordance with Section 216.347, Fla. Stat., Subrecipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

7. **Files Subject to Florida's Public Records Law:** Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Subrecipient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient’s duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

8. **Personally Identifiable Information (PII); Security:**

   a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

   b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees,
judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing’s Contract Administrator within 48 hours.

h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient’s corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:
   a. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.

   b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

   c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

   d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
IN WITNESS WHEREOF, the parties have executed this Agreement Number 051-2020, each through a duly authorized representative, effective on the Effective Date.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _________________________________

Name/Title: ___________________________

Date: ________________________________

FEIN: ________________________________

FLORIDA HOUSING FINANCE CORPORATION

By: _________________________________

Name/Title: ___________________________

Date: ________________________________
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 funding of $440,765.00 through Florida Housing Finance Corporation via the CARES Act (Coronavirus Relief Funds), 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 3rd day of August 2020, that the Fund be amended as follows:

GENERAL FUND 001

FUNDING SOURCES:
143-0000-331.51-05 - SHIP Coronavirus Relief Fund $440,765.00

EXPENDITURES:
143-8307-559.82-65 (Palm Coast Residents Allocation) $345,560.00
143-8307-559.82-66 (Other Flagler County Residents Allocation) $95,205.00

$440,765.00

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ______________________________________
David C. Sullivan, Chair

ATTEST:

____________________________
Al Hadeed, County Attorney

APPROVED AS TO FORM:

____________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

____________________________
Al Hadeed, County Attorney
SUBJECT: FY 21 Tentative Budget – Annual Discussion with Constitutional Officers.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: Each year during the budget process, the Constitutional Officers will have the opportunity to discuss their FY21 Tentative Budgets with the Board. Of course, they have the option to discuss issues with the Board whenever they like; however, this is the scheduled opportunity that will be made available to the Constitutional Officers each year to discuss their certified budgets and how they transferred into the Tentative Budget.

The percentage share of the County’s adopted budget over the recent past for the Board and each Constitutional Officer has been constant. This “pro rata share” was, once again, used to equitably distribute the additional revenues expected in the upcoming fiscal year. The Board’s allocation of its historical 61% share was detailed during the Board’s July 13, 2020 meeting when the Tentative Budget was presented. The remaining 39% is distributed as below:

<table>
<thead>
<tr>
<th>FY20-21</th>
<th>FY21 Pro Rata Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff</td>
<td>30%</td>
</tr>
<tr>
<td>Property Appraiser</td>
<td>3%</td>
</tr>
<tr>
<td>Tax Collector</td>
<td>3%</td>
</tr>
<tr>
<td>Clerk &amp; Comptroller</td>
<td>2%</td>
</tr>
<tr>
<td>Supervisor of Elections</td>
<td>1%</td>
</tr>
<tr>
<td>Total</td>
<td>39%</td>
</tr>
</tbody>
</table>

Note: The Tax Collector’s budget is due August 1st and at the time of this writing was unknown; however, the related pro rata share was used to create the Tentative Budget in the interim.

Each Constitutional Officer’s budget (except Tax Collector-see note above) this year was at or lower than their calculated pro rata share except for the Supervisor of Elections which, given it is a presidential election year, is understandably requesting additional funds.

FUNDING INFORMATION: No funding issues related to FY20. The discussion is related to the FY21 Budget. If the Board deems it appropriate to make adjustments for the FY21 Budget they should do so by motion and passed with a majority vote.

DEPARTMENT CONTACT: John Brower, Finance Director (386) 313-4036

RECOMMENDATION: Request the Board have a budget discussion with any of the Constitutional Officers that have chosen to appear before you for this purpose.

ATTACHMENTS:
1. FCSO Budget Presentation
INVEST IN SUCCESS
FCSO BUDGET 2020/21
SHERIFF RICK STALY
Growing Service Demand

- Flagler County population: 110,635 (BEBR 2019 est.)
- Calls for Service: **197,379 calls for service** inclusive of all agencies (fire, police, & sheriff)
  - FCSO was responsible for 129,849
  - Officer initiated calls for service total was 72,007 or 60%
- FCSO has staffing level of **1.7** per 1,000 residents
  - Regional staffing level within America of **2.5** officers per 1,000 residents in the South - FCSO staffing is below this staffing average
  - Agencies in the South with our county population, is **1.9** per 1,000 – FCSO staffing is below this staffing average
- For similarly-sized jurisdictions in Florida, FCSO is 3rd when compared to 4 peer agencies in # of officers per 1,000.

Source: Florida Department of Law Enforcement (2020)
The Impact of Growth – UF BEBR Data

Population Growth Projections
Flagler County & City of Palm Coast

City Population Projection
County Population Projection
Manpower Study

- Based upon workload analysis and obligated calls taking 75% of their time, the FCSO needed 107 deputies to address calls for service in 2018 – the FCSO had 76 deputies in 2018 = **31 deficit deputies in 2018** – the FCSO is understaffed in 2018 given population and workload.
- To match growth in population and workload in 2025, the FCSO needs **47 additional growth deputies by 2025**
- The study does not account for professional staff also needed (e.g. 911 operators, crime scene investigators)
- Staffing recommendations **“err on the side of being too conservative”** (p. 30)

“...even a few years of growth can quickly create imbalance between citizen demands and expectations regarding law enforcement services and response capacity.” (p. 31)
A look at services being provided:

2019 Analytics

TOTAL CRIME IN FLAGLER COUNTY

TOTAL CALLS FOR SERVICE

- 2016
- 2017
- 2018
- 2019
Lowest Crime Rate since 1995

RICK STALY, SHERIFF

A look at services being provided:

2019 ANALYTICS

**2019 ANALYTICS**

**CRASH DATA COMPARISON**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crash No-Injury</td>
<td>2,087</td>
<td>2,087</td>
<td>2,142</td>
</tr>
<tr>
<td>Hit-N-Run No-Injury</td>
<td>342</td>
<td>342</td>
<td>300</td>
</tr>
<tr>
<td>Hit-N-Run With Injury</td>
<td>17</td>
<td>14</td>
<td>19</td>
</tr>
<tr>
<td>Crash With Injury</td>
<td>659</td>
<td>658</td>
<td>619</td>
</tr>
<tr>
<td>Fatality</td>
<td>26</td>
<td>19</td>
<td>12</td>
</tr>
</tbody>
</table>

**Traffic Fatalities are down 44% in 2019 and 67% since 2017**
Reducing the burden on local taxpayers

Here's how we consistently contain costs to Flagler County Government and the City of Palm Coast:

1) In 2019, the FCSO was awarded grants totaling over $720,000
2) Volunteers from the FCSO completed over 38,790 volunteer hours, equivalent to $870,692.85 in savings
3) An inmate work crew whose volunteer labor provides over $100,000 in value to local taxpayers
4) Employing a District Policing Service Model and Guardianship policing which enhances efficiency
5) Running one of the most cost-efficient jails in Florida &
6) A culture of innovation - capitalizes on technology and process improvements - The Sheriff Perry Hall Inmate Detention Facility is the first detention facility in the State of Florida to have the new Intercept Scanner technology. The scanner is much less intrusive than the comparable strip search procedure used by most jails today. A strip search typically takes 15 minutes, compared to a body scan which takes only 4 seconds. Enhanced technology resulted in your FCSO being awarded the Northeast Florida Regional Council's 2019 Regional Award for Excellence in Public Safety.
Proud of our team serving you!

A few highlights from 2019

- Flagler County Sheriff’s Office Communications Center Receives Re-Accreditation
- Largest Undercover Drug Operation in FCSO History Nets 40 Drug Dealers
- FCSO Employees Donated over $60,000 to charities
- FCSO Named to the Ten Best Places To Work in Flagler & Volusia Counties by panel of employment experts for the Daytona Beach News Journal
Despite the growth in population and calls for service increasing the FY 2020-21 budget request is for maintaining existing service levels:

- Includes 1.5% COLA
- Includes CBA Step plan funding
- Funding for the DV Detective, SMART Detective and Analyst (previously funded by grants)
- Liability Insurance increases
- Final year of vehicle replacement plan phase-in

I requested 6 additional deputies from the City of Palm Coast in FY2020-21
This budget does not address the increasing calls for service or the manpower shortage identified by the Staffing Study. This was done because of the unknown impact COVID-19 will have on County revenue forecasts.

I am requesting:
1. The Board to consider a budget adjustment in December or January once the revenue forecast is better understood for additional deputies.
2. A joint City of Palm Coast and Board meeting to discuss and agree on a funding formula to address the staffing shortages identified in the study.
Who we really are:
“An honor to serve, a duty to protect.”
SUBJECT: Consideration of a Purchase Agreement for Land along Commerce Parkway of Approximately +/-4.8 Acres of Land Adjacent to the Government Services Complex to be used for a Public Library.

DATE OF MEETING: August 3, 2020

OVERVIEW/SUMMARY: Staff is presenting for consideration an opportunity to acquire a +/-4.8 acres of land adjacent to the Government Services Complex (GSC), located west of the future Commerce Parkway Extension, which is south of SR 100 and east of Highway US1 for consideration of purchase. This land is currently owned by the First Baptist Church of Bunnell, Florida, Inc (First Baptist). The acquisition will provide a potential location for the future Flagler County Library Bunnell Branch. The agreed purchase price is $278,000.

The County and Church have a long history of cooperation. Flagler County and First Baptist have worked collaboratively as far back as 2003 (along with the City of Bunnell) on projects relating to the development of Commerce Parkway, the County’s Government Services Complex, and the Church property. A 2005 agreement between the parties addressed the road and each entities responsibilities for various tasks associated with the construction of Commerce Parkway. This agreement also facilitated the receipt of the St. Johns River Water Management District (SJRWMD) permits necessary for the Church’s construction. It established that the County would be receiving a portion of the Church’s storm water, a saving to the Church of the engineering and construction of the ponds. Some of the obligations from that agreement remain unfulfilled to this day and will be satisfied at closing of the 4.8 acre parcel, if Board approved. Those obligations will be addressed later in this staff report.

The Land: As part of staff’s review of the property, we wanted to ensure that fill brought in over time would not impact the value of the property. The St Johns River Water Management District was contacted to discuss the potentially altered drainage to ensure it did not create a regulated wetland. Correspondence dated 5/27/20 from the SJRWMD indicates that the permit for the Church’s construction addressed this area of the property, and therefore, even though the work created wetland characteristics onsite it will not require mitigation to develop the property.

Additionally staff hired Atlantic Ecological Services, LLC to investigate the soils that had been placed onsite. Four soil borings were analyzed in a lab to determine the presence of contaminants. Of the four only one boring resulted in contaminants at a level requiring discussion sample SB-4. All detectable levels of these contaminants were below the Florida Department of Environmental Protection (FDEP) Soil Cleanup Target Levels (SCTLs) for residential development with the exception of mercury in SB-4, which was equal to the FDEP SCTL for Leachability Based on Freshwater Surface Water. The SCTL for mercury for Leachability Based on Freshwater Surface Water is 0.01 mg/kg. SB-4 results detected mercury at level of 0.011 mg/kg.

The SCTLs identify contaminants with two significant figures, while the analytical results display results with three significant figures. Based on the FDEP Division of Waste Management Program Rounding Analytical Data for Site Rehabilitation Completion Memorandum dated November 17,
2011, the third significant figure displayed in the analytical results can be appropriately rounded, as long as the SCTL for that contaminant only displays two significant figures. By this guidance, the mercury level for Leachability Based on Freshwater Surface Water in SB-4 would not exceed the SCTLs for mercury. To maintain compliance with the FDEP SCTLs, a contaminant can be equal to or below that SCTL, but cannot exceed the SCTL. By this standard, no contaminants analyzed in any soil boring during this limited soil investigation resulted in detection above the FDEP SCTLs.

Due to the anticipated final use of the property as a Library staff is not recommending any further site analysis.

Library Parcel History: The County had originally acquired an 8.4 acre parcel immediately south of the subject parcel for use as the new and expanded Bunnell Library site. With the decision not to utilize the property at 901 East Moody Blvd as the Sheriff’s Operations Center a new location was necessary. The Board ultimately determined the 8.4 acre parcel should house the Operations Center and due to potential expansion, there would not be enough room for the Library. A search for a new location resulted in the pursuit of the subject property and staff discussions with First Baptist changed from resolution of historic issues to additionally acquiring land for a library site.

Offer Process: In light of the historic good neighbor standing and cooperation between the County and First Baptist, the decision was made to present the result of a market value appraisal of the Property as the offer, less the historic obligations. In short this was a no negotiation process and the appraisal result, less the $58,000 owed, was the County’s offer. A request for quotes was solicited with Real Property Analysts of Orlando appraised the property at $70,000 per acre. Staff subtracted the historic cash obligation of $58,000 from this figure and presented an offer of $278,000. The offer was accepted on July 19, 2020.

Resolution of historic obligations: At the November 21, 2018 Board meeting staff presented a close out plan to address outstanding matters owed by First Baptist. Based on the 2005 agreement, and taking into account all credits and charges related to Commerce Parkway right of way improvement, the Church owed the County $58,000. Additionally, the Church is due to turn over the 1.89 acres of right-of-way originally identified in the 2005 agreement. In order to resolve these historic issues, as previously mentioned the $58,000 was reduced from the appraised value and the lesser number presented as the purchase offer. The County will also receive a deed for the 1.89 acres of land at closing. In summary, at closing all historic issues between the County and First Baptist will be satisfied.

FUNDING INFORMATION: Funds for the purchase of land for Future Bunnell Library as well as associated closing costs were not anticipated in the FY19-20 budget. Budget will be appropriated with the attached BTR 20-127 in the amount of $293,000 from the General Fund Reserves Account from Library Passport Revenue.

DEPARTMENT CONTACT: Land Management, Tim Telfer (386) 313-4066

RECOMMENDATION: Request the Board approve the purchase agreement for the Bunnell Library parcel and authorize the County Administrator to execute any instruments necessary to effectuate the purchase, as approved to legal form by the County Attorney. Additionally, request the Board include a motion stating that if the Property is sold revenue will be returned to the Library Passport Revenue account.

ATTACHMENTS:  
1. Purchase Agreement  
2. Budget Transfer 20-127
AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (hereinafter called "Agreement") is made and entered into as of this ___ day of ___________, 2020, by and between FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC, a Florida not for profit corporation, whose address is P.O. Box 365, Bunnell, Florida 32110 (“Church”), and FLAGLER COUNTY, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 301, Bunnell, Florida, 32110 (“County”), with Buyer and Seller sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Church is the owner of the fee simple title to certain real property situate at 2301 Commerce Parkway in Bunnell, Flagler County, Florida, consisting of, in total, approximately 15 acres, with a Flagler County Property Appraiser Parcel ID No. 11-12-30-0650-000D0-0011 (the “Church Parcel”); and

WHEREAS, the Parties entered into an Agreement in 2005 in which the Church would convey the southernmost 100 feet of the Church Parcel, consisting of approximately 1.98 acres, to the County, for use as an access to the Government Services Complex (the “Access Property”), and to pay the County for the actual cost of construction of a paved roadway on the eastern boundary line of the Church Parcel (the “2005 Agreement”); and

WHEREAS, under the 2005 Agreement, the County agreed to construct and maintain a paved roadway along the eastern boundary of the Church Parcel and also to accept storm water from the Church Parcel into the drainage system on County owned property adjacent to the Church Parcel; and

WHEREAS, the Church desires to convey to the County the 1.98 acres Access Property and to pay the County for the cost of constructing the paved roadway along the eastern property line of the Church Parcel in accordance with the 2005 Agreement, and the County wishes to purchase from the Church an additional 4.8 acres of land immediately north of and adjacent to the Access Property (“the Library Property”) for a total conveyance of approximately 6.78 acres as generally depicted in Exhibit “A” attached hereto and by this reference made a part hereof; and

WHEREAS, the Church has agreed to sell to the County, and the County has agreed to purchase from the Church, the Library Property, together with any and all improvements, structures, fixtures and appurtenances thereto, unless specifically excluded herein, on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:
1. **The Property.** The Church agrees to convey to the County the Access Property and to sell to the County the Library Property subject to the terms herein. The County agrees to purchase for the Purchase Price (as defined herein) and on the terms and conditions herein set forth, the Library Property, in fee simple, together with all of the tenements, hereditaments, improvements, oil, gas, timber and mineral rights, levees, dikes, canals, ditches, roads and easements, appertaining thereto and all of the Church's rights, title and interest therein. The instrument of conveyance shall transfer all of the Church's rights, title and interest in and to the Access Property and Library Property and the Church's interest in and to all littoral and riparian rights, transferable development rights, improvements, approvals, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Access Property and the Library Property, including without limitation of the foregoing, all rights, title and interest of the Church in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated). The Parties agree that the final parcel lines of the properties to be identified in the instrument of conveyance will be identified and deemed mutually acceptable to the Parties prior to the Closing Date, as this term is defined herein.

2. **Survey and Legal Description.**

(A) The County shall have the Access Property and Library Property surveyed at its expense in accordance with the Minimum Technical Standards for Surveys in the State of Florida (Chapter Rules 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code) and the County's Procedures for Land Acquisition Survey, which shall include a tract legal description and a metes and bounds legal description of the Access Property and Library Property and a certification of the acreage thereof. The survey shall show any and all easements, encroachments or overlaps on the Access Property and the Library Property, and all matters affecting title shall be set forth in the title commitment obtained pursuant to Section 6 hereof entitled Evidence of Title. The survey shall show the relationship of both Properties to adjacent parcels and the location of ingress and egress to the Properties. It shall also be accompanied by a Surveyor's certificate in a form reasonably acceptable to the County and the title company.

(B) The Surveyor shall be instructed by the County to immediately bring any potential title or survey objections discovered by the Surveyor as field work progresses to the attention of the Parties.

(C) The County shall have fifteen (15) business days from receipt of the survey within which to examine the survey and legal description provided pursuant to this section and to notify the Church if the survey and legal description set forth therein are acceptable, or if the survey shows any violation of the survey instructions or requirements or if the survey shows any encroachments or a violation of the Agreement requirements (hereinafter referred to as "Survey Objections"). Survey Objections shall be treated in the same manner as objections based on title defects in Section 6 hereof entitled Evidence of Title.

(D) The survey and legal description shall be certified to the County, County's counsel, and the title company. The costs of preparation of the survey and legal description required by this Section 2 shall be paid by the County.
3. Additional Terms.

(A) Resolution of Historic Matters Between the Parties. Originating in 2005 and continuing through present day, the Parties have been engaged in numerous commitments intended to facilitate the development of the Commerce Parkway, the Church Parcel, and the Government Services Complex. Outstanding matters from these projects are a dedication of 1.98 acres of land, the Access Property, required to be deeded from the Church to the County, and a cash payment of $58,000 from the Church to the County in partial consideration of the construction of the paved roadway along the eastern property line of the Church Parcel. These matters and all remaining matters between Parties are resolved by this Agreement through (i) the Purchase Price, which accounts for the heretofore unpaid $58,000, and (ii) the delivery of an executed deed to the County conveying title to the southernmost 6.78 acres of the Church Parcel, which includes the Access Property as well as the additional 4.8 acres being purchased by the County, the Library Property. In accordance with the terms of this Agreement, all historic matters between the Parties will be resolved at Closing.

(B) Right of First Refusal. In consideration of the Purchase Price and other good and valuable considerations, and as a reflection of the Church’s inducement to sell the Library Property, the County hereby grants to the Church a right of first refusal to purchase all or part of the Library Property in the event the County has not commenced construction of a public library on the Library Property within 10 years of Closing and chooses instead to sell the Library Property. If after ten years the County has not commenced construction of a Library and desires to sell the Library Property, the County will provide the Church written notice of its intention in accordance with Section 33 below. Upon receiving such notice, the Church shall have thirty days to notify the County in writing, also in accordance with Section 33 below, of its desire to purchase the Library Property. If the Church notifies the County that it wishes to exercise its right of first refusal, the County shall acquire two market value appraisals of the Library Property, utilize the services of an appraisal reviewer to ensure the values do not diverge by greater than 20%, and the purchase price shall be the higher of the two appraisals.

4. Purchase Price.

(A) The total purchase price of the Library Property is TWO HUNDRED SEVENTY EIGHT THOUSAND AND NO/100 DOLLARS ($278,000). This amount reflects the appraised value of the Library Property less the $58,000 owed to the County under the 2005 Agreement.

(B) The Purchase Price (or such greater or lesser amount as may be necessary to complete payment of the Purchase Price after credits, adjustments and prorations) shall be paid to the Church at Closing. The net proceeds payable to the Church shall be disbursed by wire transfer or trust account check (as determined by the Church) in accordance with the written instructions of the Church to the County.

5. Title to be Conveyed. The Church shall execute and deliver to the County a general warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable, fee simple title to the Access Property and Library Property, free and clear of all liens and encumbrances except for the lien of taxes not yet due and payable, and easements,
restrictions and reservations of record acceptable to the County (the “Permitted Exceptions”). Such title shall include legal and physical access from a dedicated public road, street or highway, in a location and form that is acceptable to the County in its sole discretion, which access is insurable under the title policy called for in Section 6 hereof entitled, “Evidence of Title.”

6. **Evidence of Title.**

(A) No later than sixty (60) days from the Effective Date of this Agreement, the County shall obtain a commitment for an owner's title insurance policy (ALTA Form B) showing good and marketable fee simple title to the Access Property and Library Property vested in the Church, subject only to the Permitted Exceptions and those which shall be discharged by the Church at or before Closing (hereinafter the “Title Commitment”). The Title Commitment shall be in the amount of the Purchase Price of the Library Property. The Title Commitment shall identify each exception of record (“Title Defect”) by the parcel to which such matters apply and include copies of all exceptions of record noted therein. The cost of the Title Commitment and related title policy shall be paid by the County.

(B) The County shall have fifteen (15) business days from receipt of the Title Commitment within which to examine same and notify the Church in writing of any Title Defects, specifying such defects. Any written notice of Title Defect shall be deemed delivered at the time it is deposited in the U.S. Mail, postage prepaid, and sent to the Church at its address listed above. Upon receipt of such notice of Title Defects, the Church shall have ninety (90) days within which to cure or remove the Title Defects so specified. If upon the expiration of the ninety (90) day period, the Church has not corrected or cured any such Title Defects, the County shall have the option to: i) terminate this Agreement, ii) waive such defects and proceed to Closing, accepting title as it then is and without setoff or reduction in the Purchase Price, or iii) renegotiate the Purchase Price with the Church. In the event the County shall elect to terminate this Agreement because of an uncured or incurable Title Defect, the Parties hereto shall thereafter be relieved of all liability hereunder and shall have no further obligations under this Agreement except those which expressly survive such termination.

(C) Upon Closing and upon recording of the deed to the County, an owner's title insurance policy (ALTA Form B) in the amount of the Purchase Price for the Library Property shall be issued pursuant to the Title Commitment and delivered to the County showing fee simple title to the Access Property and Library Property vested in the County, with the fee owner's title insurance premium for such policy to be paid at Closing in accordance with the provisions of Section 10 hereof entitled Closing Costs, Prorations and Adjustments. Upon execution by the Church at Closing of the Affidavits required by the title company and completion of the Survey called for herein, the “standard exceptions” to the title policy shall be deleted, except for those relating to taxes for the year of Closing.

(D) The Church agrees to use diligent efforts to correct the Title Defects within the time provided therefor, including the bringing of necessary suits. If the Church fails to make a diligent effort to remove the Title Defects, the Church shall be in default of this Agreement.
7. **Seller's Representations and Warranties.** The Church represents and warrants to the County as follows:

(A) Church is the owner in fee simple of all the Access Property and Library Property and has full power and authority to enter into and perform this Agreement in accordance with its terms.

(B) Church has no knowledge of and has not received notice of any of the following with respect to the Access Property or Library Property subject to this Agreement: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

(C) There is no pending litigation or dispute involving or concerning the location of the boundaries of the Access Property or Library Property.

(D) Church has not entered into any leases, contracts or other agreements relating to the Access Property or Library Property.

(E) Church represents that there are no mechanics' liens, claims of lien or other claims against the Access Property or Library Property and that Church has no unpaid bills for labor or services performed on, or for materials supplied to the Access Property or Library Property, except for those unpaid bills which will be paid prior to the Closing or paid by the Church with funds to be escrowed from the Closing proceeds.

(F) That, to the knowledge of Church, no member of the County's Board of County Commissioners, no agent or employee of the Buyer, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from, or receive any portion of the payments to be made to the Church under the provisions of this Agreement.

(G) That at the time of Closing, no person other than the Church shall be entitled to or be in possession of any portion of the Access Property or Library Property.

(H) Church is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code.

(I) No condemnation or eminent domain proceedings are now pending or threatened concerning the Access Property or Library Property, and Church has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Access Property or Library Property.

(J) To the best of Church’s knowledge, there is no environmental contamination on the Access Property or Library Property, in violation of any Environmental Laws (as herein defined), and Church has not received any notification from any governmental authority regarding any potential environmental contamination of the Access Property or Library Property.
(K) Church is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Church is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. The Parties have negotiated this Agreement at arms-length, and the consideration paid represents fair value for the assets to be transferred.

At the time of Closing, Church will provide County with an affidavit to the effect that the above warranties and representations are true and correct as of the Closing Date and Church will indemnify and hold the County harmless from and against all liability, claims, demands, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees, and attorneys' fees and costs on appeal, arising out of or related to the untruthfulness of any of the above warranties and representations.

8. Environmental Audit and Representations.

(A) For the purpose of this Agreement, the term “Environmental Laws” shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 & 403, Florida Statues, rules and regulations of Florida Department of Environmental Protection, and the St. Johns River Water Management District.

(B) From the Effective Date hereof through the date of Closing, the County, through its agents, environmental consultants and employees, will be authorized to enter upon the Access Property and Library Property for the purposes of scientific investigation, installation of monitoring wells, surveying, the taking of soil borings and soil samples, the taking of water samples from those and existing wells, geophysical investigation (i.e., ground penetrating radar, electromagnetic and magnetic) and the testing of tanks, and other appropriate and generally accepted testing methods, including building sampling for asbestos, lead and other potentially hazardous materials; and upon contiguous lands owned by the Church for the purpose of access to the Access Property and Library Property; provided, however, that any such agents, consultants or employees of the County shall give reasonable advance notice to the Church for the purpose of access to the Access Property and Library Property; provided, however, that any such agents, consultants or employees of the County shall give reasonable advance notice to the Church and shall be responsible to close and lock any gates through which they pass in the exercise of such right of entry. Any boring holes made by the County shall be properly filled and packed to the surrounding earth level by the County.

(C) If at any time prior to Closing, toxic or hazardous substances or wastes are found on or contaminating the Access Property or Library Property, either party may elect to terminate this Agreement in which case neither party shall have any further obligation under this Agreement.
9. **The Closing.**

   (A) The closing of title for the Property shall take place at the Flagler County Attorney’s Office, 1769 E. Moody Blvd., Suite 303, Bunnell, Florida 32110, telephone (386) 313-4005, fax (386) 313-4105, or at a mutually convenient location selected by the County, (the “Closing”) on or before November 15, 2020, unless extended by other provisions herein (the “Closing Date”).

   (B) The Closing Agent for the transaction shall be Coastal Title.

   (C) The Church agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereinafter “Trash and Debris”) from the Access Property and Library Property to the satisfaction of the County prior to the Closing. If the Church does not remove the Trash and Debris from the Access Property and Library Property prior to Closing, County may elect to: (a) deduct the expense necessary to remove Trash and Debris from the Purchase Price in an amount not to exceed five percent (5%) of the Purchase Price, and proceed to Closing; or (b) extend the Closing Date, in order to provide additional time for the Church to remove all Trash and Debris from the Property; or (c) terminate this Agreement in which case neither party shall have any further obligations under the Agreement except those which expressly survive such termination.

10. **Closing Costs, Prorations and Adjustments.** The following items are to be paid at Closing by the party indicated and in the manner set forth:

   (A) Real property taxes shall be prorated between the Church and the County and escrowed with the County Tax Collector at Closing in accordance with the provisions of Section 196.295, Florida Statutes.

   (B) Church shall pay the cost of the recording fees for recording the general warranty deed and other documents executed at Closing. Church shall pay the cost of recording any corrective instruments.

   (C) The owner's title insurance premium for the title policy described in Section 6 hereof entitled, “Evidence of Title,” shall be borne by County.

   (D) The cost of the Survey called for by Section 2 hereof to be obtained by the County shall be paid for by the County at or before Closing.

   (E) The documentary stamps which are required to be affixed to the General Warranty Deed shall be paid by the Church.

11. **Broker.**

   (A) The Church represents and warrants to the County that it has not engaged the services of a real estate broker with respect to the Property. The Church agrees to hold the County harmless from any real estate commission or fees which may be claimed to be due through
the Church or pursuant to the acts of the Church. The Church further covenants and agrees to indemnify the County for damages, court costs and attorneys' fees incurred as a result of any such claim.

(B) The obligations of the Church under this Section shall survive the Closing.

12. **Documents to be Delivered.**

(A) **Prior to Closing.** At least ten (10) days prior to the Closing Date, the Church shall deliver to the County a public disclosure of its beneficial ownership which shall comply with the requirements set forth in Section 286.23, Florida Statutes, as from time to time amended.

(B) **By Seller at Closing.** The Church shall execute, acknowledge and deliver the following documents at the Closing:

1. General Warranty Deed, in a form consistent with Section 689.02, Florida Statutes, and acceptable to the County, from the Church conveying the fee simple title to the Access Property and Library Property, in proper form for recording which shall be duly executed, acknowledged and witnessed.

2. An Affidavit executed by the Church, in substantially the form attached hereto as Exhibit “B” and by this reference made a part hereof, confirming the Church's representations as to Environmental Laws.

3. A Certification of Non-Foreign Status in the form attached hereto as Exhibit “C” and by this reference made a part hereto, to determine whether or not the County shall be required to withhold ten percent (10%) of the Purchase Price and pay the withheld amount to the Internal Revenue Service pursuant to Internal Revenue Code Section 1415. Any such amount thus withheld by the County shall be deemed to have been paid to the Church in cash at Closing as part of County's obligation to pay the Purchase Price hereunder.

4. An Affidavit executed by the Church, in substantially the form attached hereto as Exhibit “D” and by this reference made a part hereof, confirming the Church's representations as to mechanic's liens, parties in possession, and other warranties and representations made by the Church under the terms of this Agreement.

5. A Beneficial Interest and Disclosure Affidavit in the form attached hereto as Exhibit “E” and by this reference made a part hereof, disclosing ownership interests and all persons who have a financial interest in the real estate transaction.


7. Such other documentation as may reasonably be required by the County, title company or Closing Agent in order to close this transaction in accordance with the terms of this Agreement. Amendments to the documents provided for herein may be approved by
the County Administrator, upon review by the County Attorney, as deemed necessary in order to
effectuate the intent of the Parties.

(C) By the Buyer at Closing. The County shall execute, acknowledge, and
deliver to the Church, at the Closing, any documentation as may reasonably be required by the
Church or Closing Agent in order to close this transaction in accordance with the terms of this
Agreement.

13. Negotiated Price to be Without Prejudice. The Purchase Price specified herein
was negotiated by the Parties on the basis of a total price for the Library Property and shall be
without prejudice to any party and inadmissible in any court proceedings which might hereinafter
be brought if the County for any reason does not acquire the Property pursuant to the terms herein
contained.

14. Survival of Warranties and Agreements. All warranties, representations,
covenants, obligations, indemnities and agreements contained herein shall survive the execution
and delivery of the general warranty deed and the Closing to be held hereunder.

15. Parties. The rights and obligations created by this Agreement shall be binding
upon and inure to the benefit of the parties hereto, their successors and assigns.

16. Entire Agreement/Amendment. This Agreement constitutes the entire agreement
of the Parties, and there are no understandings dealing with the subject matter of this Agreement
other than those contained herein. This Agreement may not be modified, changed or amended,
except by writing signed by the Parties hereto or their authorized assignees.

17. Non-Waiver of Buyer's Regulatory Powers. Nothing contained in this
Agreement shall be construed as a waiver of or contract with respect to the regulatory and
permitting authority of the County as it now or hereafter exists under applicable laws, rules and
regulations.

18. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in
any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver
or attempted waiver by the County of its sovereign immunity under the Constitution and laws of
the State of Florida; provided, however, that this section shall not be construed as an attempt by
the County to negate any partial waiver of sovereign immunity made by the Legislature under the
provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act
adopted by the Florida Legislature.

19. Time is of the Essence. Time is of the essence with respect to all matters set forth
in the Agreement.

20. Governing Law. This Agreement shall be construed and interpreted according to
the laws of the State of Florida without regard to Florida’s conflict of laws principles.
21. **Recording of this Agreement.** County may record a memorandum of Agreement in the Public Records of Flagler County, Florida, at its discretion and expense.

22. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Church and the County have contributed substantially and materially to the preparation hereof.

23. **Default.** If either party defaults under this Agreement, the other party may waive the default and proceed to Closing, or seek specific performance, each without waiving any action for damages, or seek any other remedy permitted by law or in equity.

24. **Fixtures and Personal Property.** All fixtures on the Access Property and Library Property including all structures, buildings, interior and exterior fences and fence posts, corrals, pumps, pump motors and tanks shall become the property of the County at Closing and may, in the County's sole discretion, be removed, relocated or abandoned following Closing; provided, however, the County shall inspect the Access Property and Library Property and notify Church, in writing, of any solid waste, trash, debris, fencing materials and any other physical property or improvements located on the Access Property or Library Property which will be required to be removed, and same will be removed from the Access Property or Library Property by the Church prior to Closing as provided in this Agreement.

25. **Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby. The obligations of the Parties pursuant to this Section shall survive the Closing hereunder.

26. **Permits.** Church shall transfer to County all St. Johns Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission and any other local, state and federal permits and approvals, if any, required in addition to those referenced in Exhibit “F”, attached hereto, for the Access Property and Library Property prior to or at the time of Closing.

27. **Definitions.** As used herein, the term “Business Days” shall mean those days during which the County is open for regular public business.

28. **Assignment.** This Agreement may be assigned by the County to another government entity, in which event the County will provide written notice of assignment to the Church. The Church may not assign this Agreement without the prior written consent of the County.

29. **Severability.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.
30. **Waiver.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

32. **Addendum.** Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Agreement.

33. **Notice.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, mailed postage prepaid, certified mail, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. A copy of any notice given to the Church shall also be given to the following representatives of the County: Tim Telfer at 1769 E. Moody Blvd., Building 2, Suite 105, Bunnell, Florida 32110, and also to County Administrator, 1769 E. Moody Blvd., Building 2, Suite 201, and to County Attorney Al Hadeed at 1769 E. Moody Blvd., Building 2, Suite 303, Bunnell, Florida 32110.

34. **Effective Date.** For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the Parties has executed the same, and that date shall be inserted at the top of the first page hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

SELLER:

FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC.

______________________________
Witness

______________________________
Print Name:

______________________________
By: ___________________________

______________________________
Name: _________________________

______________________________
Title: __________________________

______________________________
Witness

______________________________
Print Name:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _______ day of ___________, 2020 by __________________, as _____________________ of First Baptist Church of Bunnell, Florida, Inc. Such person(s) (Notary Public must check applicable box):

[_____] is/are personally known to me.

[_____] produced a current driver license(s).

[_____] produced ________________ as identification.

(NOTARY PUBLIC SEAL)

________________________________
Notary Public
Commission No.: ________________
My Commission Expires: __________
BUYER:

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

By: ____________________________
    David C. Sullivan, Chair

ATTEST:

______________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

______________________________
Al Hadeed, County Attorney
EXHIBIT "B"

ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, personally appeared ______________________, as __________________________ of the First Baptist Church of Bunnell, Florida, Inc., ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the following described real property located in Flagler County, Florida, to-wit:

   See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property").

2. For the purpose of this Affidavit, the term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, now or at any time hereafter in effect.

3. As of and subsequent to the date hereof, Affiant warrants and represents to FLAGLER COUNTY, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 303, Bunnell, Florida, 32110 ("County"), its successors and assigns that:

   (i) There are not now, nor to Affiant's knowledge have there ever been, any tanks, including associated piping, on, under or at the Property which have leaked and that all tanks and associated piping presently on, under or at the Property are in sound condition.

   (ii) To the best of Affiant's knowledge, no person or entity has ever caused or permitted materials to be disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws.

   (iii) There is no violation of Environmental Laws on the Property which may directly or indirectly affect the Property.
(iv) To the best of Affiant's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action, or other response, under Environmental Laws on the part of the Affiant or a subsequent owner of all or any portion of the Property, or which would subject Affiant or a subsequent owner of all or any portion of the Property to penalties, damages or injunctive relief.

(v) Affiant is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Affiant has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

(vi) No hazardous material, pollutant or contaminant has been released or discharged onto the Property or into any water body on the Property.

FURTHER AFFIANT SAYETH NAUGHT.

By: [DO NOT SIGN]

Name:

Title:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of __________, 2020, by _________________________, as __________________________ of First Baptist Church of Bunnell, Florida, Inc., who is personally known to me or who has produced __________________ as identification.

(NO TARY PUBLIC SEAL)

Notary Public
Commission No.: __________
My Commission Expires: __________
EXHIBIT "C"

CERTIFICATION OF NON-FOREIGN STATUS

DEFICIT REDUCTION ACT OF 1984
(U.S. Public Law 98-369; 26 USCA 1445)
Withholding Tax on Disposition of U.S. Real Property by Aliens

FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC, a Florida limited liability company (hereinafter "Transferor") and Flagler County, a political subdivision of the State of Florida (hereinafter "Transferee"), certify as follows:

A. That Transferor is transferring and Transferee is acquiring an interest in and to a certain parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. Transferor and Transferee acknowledge that:

1. They are aware of the provisions of the Deficit Reduction Act of 1984, and the I.R.S. Regulations implementing said Act (hereinafter "the Act") referring to the withholding tax on the disposition of United States real property interests by foreign persons and foreign corporations.

2. Transferor is either exempt from the Act or this transaction is not subject to the provisions of the Act for one of the following reasons:

   _____ (a) Transferor is not a foreign person or corporation and furnishes herewith to Transferee its tax identification number as follows:

   ____________________________.

   _____ (b) Transferor is a nonpublicly traded domestic corporation, which is not a "U.S. real property holding corporation".

   _____ (c) Transferee acknowledges receipt of a qualifying statement issued by the Secretary of the Treasury stating that no withholding is due on this transaction.

   _____ (d) Transferee has acquired the Property for use as a residence, with definite plans to reside therein for at least one-half of the time it is in use during the next two (2) years, and the amount realized for the property does not exceed $300,000.00.

3. Transferor is aware that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.
4. Transferor's address is:
   P.O. Box 365, Bunnell, Florida 32110

5. Transferor has been advised by Transferee that Transferee must retain this certificate until the end of the fifth (5th) year following the taxable year in which the transfer takes place.

C. Transferor and Transferee give this Certificate for the purpose of closing the transaction between Transferor and Transferee without requiring the Transferee to withhold ten percent (10%) of the sales proceeds in accordance with the Act.

   IN CONSIDERATION THEREOF, the Transferor and Transferee covenant and agree as follows:

   1. That they will not hold Agent liable for any loss or damage that Transferor or Transferee shall sustain arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the Act.

   2. That, to the extent permitted by law, they will hold harmless and indemnify the Agent for any loss or damage arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the provisions of the Act.

   UNDER PENALTIES OF PERJURY, Transferor and Transferee declare that they have examined this Certification and, to the best of their knowledge and belief, it is true, correct and complete, and Transferor and Transferee further declare that they have authority to sign this document on behalf of Transferor and Transferee, respectively.

   [This space intentionally left blank. Signature page to follow.]
IN WITNESS WHEREOF, Transferor and Transferee have executed this certificate this ______ day of ______________, 2020.

TRANSFEROR

By: [DO NOT SIGN] ____________________________

Name: ______________________________

Title: ______________________________

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of _________, 2020 by _________________________, as ____________________________ of the First Baptist Church of Bunnell, Florida, Inc., who is personally known to me or who has produced ___________________________ as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: ____________________________
My Commission Expires: ______________________

TRANSFEREE
FLAGLER COUNTY

______________________________
David C. Sullivan, Chair

ATTEST:

______________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

______________________________
Al Hadeed, County Attorney

-19-
STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, personally appeared ______________________, as ______________________ of the First Baptist Church of Bunnell, Florida, Inc. ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the fee simple interest in the following described real property located in Flagler County, Florida, to-wit:

   See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

2. That said Property is free and clear of all mortgages, liens and encumbrances whatsoever, except for ________________________________.

3. That there are no Mechanic's Liens under Chapter 713, Florida Statutes, filed against the said Property; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon said Property or any portion thereof, for which any or all of the cost of the same remains unpaid; that no person, firm or corporation is entitled to a lien under Chapter 713, Florida Statutes.

4. That Affiant is in exclusive possession of said Property and no person, firm or corporation has any interest, claim of possession or contract right with respect to said Property which is not a matter of record in the Public Records of Flagler County, Florida, and there are no facts known to Affiant which could give rise to a claim being asserted against said Property.

5. That there are no actions or proceedings now pending in any state or federal court to which Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership, or insolvency.

6. That title to said Property is held by Affiant and that said Property is not the homestead of Affiant.

7. That there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against said Property and no taxes, liens, or assessments which are due or about to become due which have attached or could attach to said Property.

8. That Affiant is not aware of and has not received any notice with respect to said Property: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.
9. That there is no pending litigation or dispute involving or concerning the location of the boundaries of said Property.

10. That no member of the Flagler County Board of County Commissioners (the "County"), no agent or employee of the County, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from or receive any portion of the payments to be made to Affiant under the provisions of the Agreement for the purchase of said Property.

11. That Affiant has agreed and hereby agrees to indemnify and hold harmless Flagler County from and against all liability, claims, demands, damages, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees and costs on appeal, arising out of or related to the untruthfulness or incorrectness of any of the representations set forth in this Affidavit.

12. Affiant recognizes that Coastal Title (the "Title Company") and Flagler County will rely on the statements in this Affidavit and Affiant is making this Affidavit for the further purpose of inducing Coastal Title to issue its policy or policies of title insurance in connection with the conveyance of said Property.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

By: [DO NOT SIGN] 

Name: _____________________________

Title: ______________________________

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of ___________, 2020 by _________________________, as __________________________________ of the First Baptist Church of Bunnell, Florida, Inc., who is personally known to me or who has produced ______________________ as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: ________________
My Commission Expires: __________
EXHIBIT "E"

BENEFICIAL INTEREST AND DISCLOSURE STATEMENT
(CORPORTATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared ________________
("Affiant"), this ______ day of __________, 2020, who, first being duly sworn, deposes and says:

1) That Affiant is the ___________________ of FIRST BAPTIST CHURCH
   OF BUNNELL, FLORIDA, INC, and in such capacity has personal knowledge of the matters set
   forth herein and has been duly authorized by Seller to make this affidavit on Seller’s behalf. That
   Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and
   subject to the penalties prescribed for perjury, the following is a list of every “person” (as defined
   in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing
   entity: (if more space is needed, attach separate sheet)

<table>
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<tr>
<th>Name</th>
<th>Address</th>
<th>Interest</th>
</tr>
</thead>
</table>

2) That to the best of the affiant’s knowledge, all persons who have a financial interest
   in this real estate transaction or who have received or will receive real estate commissions,
   attorney’s or consultant’s fees or any other fees or other benefits incident to the sale of the Property
   are: (if non-applicable, please indicate “None” or “non-Applicable”)

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<tr>
<th>Name</th>
<th>Address</th>
<th>Reason for Payment</th>
<th>Amount</th>
</tr>
</thead>
</table>

3) That, to the best of the affiant’s knowledge, the following is a true history of all financial
   transactions (including any existing option or purchase agreement in favor of affiant) concerning
   the Property which have taken place or will take place during the last five years prior to the
   conveyance of title to Flagler County: (if no transactions, please indicate “None”)

<table>
<thead>
<tr>
<th>Name and Address Of Parties Involved</th>
<th>Date</th>
<th>Type of Transaction</th>
<th>Amount of Transaction</th>
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</thead>
</table>

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and
380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.
AFFIANT

[DO NOT SIGN]

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of ___________, 2020 by __________________, as ____________________ of the First Baptist Church of Bunnell, Florida, Inc. Such person(s) (Notary Public must check applicable box):

[_____] is/are personally known to me.
[_____] produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: __________
My Commission Expires: __________
EXHIBIT "F"
Assignment of Development Rights, Permits and Contracts

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the "Assignment") is executed as of this ___ day of __________________________, 2020 (the "Effective Date"), by and between FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC, a Florida not for profit corporation, whose address is P.O. Box 365, Bunnell, Florida 32110 ("Assignor"), and Flagler County, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 303, Bunnell, Florida 32110 ("Assignee").

Background Facts

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated __________________________, 2020, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in Flagler County, Florida and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). Assignor desires to assign any and all development rights, permits and contracts related to the Property to the Assignee.

Agreement

In consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and are incorporated herein by this reference.

2. **Assignment.** Assignor hereby assigns to Assignee, to the extent they exist, the following development rights, permits and contracts:

   a. Any and all ordinances related to zoning and development of the Property.

   b. Any and all construction plans, engineering plans and preliminary plats for the Property.

   c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.

   d. Any and all rights and entitlements generated by St. Johns River Water Management District environmental resource and consumptive use permits for the Property.
e. Any and all rights and entitlements generated by Florida Department of Environmental Protection permits for the Property.

f. Any and all rights and entitlements generated by U.S. Army Corps of Engineers permits for the Property.

g. Any and all other local, state and federal permits and approvals related to the Property.

h. Any and all environmental site assessment reports for the Property.

i. Any and all mitigation, impact fee and other credits obtained by Assignor for development of the Property through agreement or contract, whether or not the same run with the land.

j. Any other permits or approval related to the ownership and use of the Property.

The above documents shall be referred to herein collectively as the "Approvals".

3. **Binding.** This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

4. **Assurances.** Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in a manner so as to be binding as of the day and year first above written.

ASSIGNOR:

[DO NOT SIGN]

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of ____________, 2020 by __________________. Such person(s) (Notary Public must check applicable box):

[_____] is/are personally known to me.

[_____] produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

__________________________
Notary Public
Commission No.:________________
My Commission Expires:_________
ASSIGNEE:

FLAGLER COUNTY

[DO NOT SIGN]  
David C. Sullivan, Chair

ATTEST:

__________________________________________  
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

__________________________________________  
Al Hadeed, County Attorney
To appropriate budget for the purchase agreement for land along Commerce Parkway to be used for a Public Library.

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<th>DEPT. NO.</th>
<th>SUB. NO.</th>
<th>ACCT NO.</th>
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Financial Service Director's APPROVAL ___________________________ DATE: ________________

Administrator's APPROVAL ___________________________ DATE: ________________

Board Action @ Meeting APPROVAL ___________________________ DATE POSTED: ____________________ cc: ____________________

POSTED BY: ___________________________