



Flagler County Board of County Commissioners Meeting Agenda

September 3, 2024 • 9:00 a.m.

Government Services Building 2, Board Chambers, 1769 E. Moody Blvd., Bunnell, FL 32110

View the meeting broadcast live on cable television: Spectrum Channel 492

View the meeting streamed live on the County's YouTube Channel: www.YouTube.com/FlaglerCounty

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: Sons of The American Revolution Emergency Medical Services Commendation Medal** (*Requested by Chief Michael Tucker, Fire Rescue*)
 - 4b) **Proclamations:**
 - 1) **National Recovery Month – September 2024** (*Requested by Savannah Prince, Flagler Open Arms Recovery Services*)
 - 2) **National Preparedness Month – September 2024** (*Requested by Jonathan Lord, Emergency Management Director*)
 - 4c) **Presentations (3-5 Minutes): Engineering Department Presentation** (*Presented by Hamid Tabassian, County Engineer*)
5. **Community and Board Comments:**
 - 5a) **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.*
 - 5b) **Board Comments on Consent Items**
6. **Consent: Constitutional Officers:**
 - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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 July 2024
 - 2) Disbursement Report for Week Ending August 9, 2024
 - 3) Disbursement Report for Week Ending August 16, 2024
 - 6b) **Clerk: Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
 - 1) August 5, 2024 Regular Meeting
 - 2) August 5, 2024 Workshop

7. Consent: BOCC Departments:

- 7-a) Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency Due to Severe Coastal Erosion and Vulnerability:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricanes Matthew, Ian and Nicole. *(Requested by Jonathan Lord, Emergency Management Director)*
- 7-b) Construction, Maintenance, and Stormwater Drainage Easement Agreement with the City of Palm Coast for Enhancing the Capacity of Box Culverts on Colbert Lane:** Approve the Temporary Construction Easement and Maintenance Easement and Drainage Easement Agreement with City of Palm Coast. *(Requested by Richard Zion, Deputy County Engineer and Sean Moylan, Deputy County Attorney)*
- 7-c) Consideration of Approval of State Funded Grant Agreement (SFGA) between Flagler County and the Florida Department of Transportation (FDOT) for Forest Park Street/County Road 35 Project, FDOT Financial Project No. 446939-1-34-01 for Design of Roadway Improvements:** Request the Board (1) Approve the State Funded Grant Agreement, (2) Adopt the associated Resolution authorizing the Chair to execute the Agreement (3) Authorize County Administrator approval of any project related documents, Work Authorizations and grant agreement amendments within the project overall budget. (4) Request Board to approve the Unanticipated Revenue Resolution. *(Requested by Hamid Tabassian, County Engineer and Richard Zion, Deputy County Engineer)*
- 7-d) Consideration of Approval of State Funded Grant Agreement (SFGA) between Flagler County and the Florida Department of Transportation (FDOT) for Jungle Hut Road (from North Ocean Shore Boulevard to Beach Access Point) Project, FDOT Financial Project No. 446930-1-34-01 for Design of Roadway Improvements:** Request the Board (1) Approve the State Funded Grant Agreement, (2) Adopt the associated Resolution authorizing the Chair to execute the Agreement (3) Authorize County Administrator approval of any project related documents, Work Authorizations and grant agreement amendments within the project overall budget (4) Request Board to approve the Unanticipated Revenue Resolution. *(Requested by Hamid Tabassian, County Engineer)*
- 7-e) Approve the Reappointment of Stephen A. Civitelli as the Flagler County Representative to the Board of Directors of the Health Planning Council of Northeast Florida:** Request the Board approve the reappointment of Stephen A. Civitelli as the Flagler County Representative to the Board of Directors of the Health Planning Council of Northeast Florida for the 2024-2026 term. *(Requested by Jorge Salinas, Deputy County Administrator)*
- 7-f) Approve Agreement with the Flagler County Humane Society for Animal Control Services, Animal Shelter Services, and Spay and Neuter Programs:** Request the Board approve the New Agreement with the Flagler County Humane Society for Animal Control and Animal Shelter Services. *(Requested by Sean Moylan, Deputy County Attorney and E John Brower, Financial Services Director)*
- 7-g) Consideration to Approve the Older Americans Act (OAA) Contract Amendment and Amend the FY 2023-2024 Budget to Recognize Unanticipated Revenue for the Department of Health and Human Services' Senior Services Division:** Request the Board approve the Unanticipated Revenue Resolution and carry forward OAA funding to FY23/2024 Budget. *(Requested by Joe Hegedus, Health & Human Services Director)*

- 7-h) **Consideration of Board Certification of SHIP Fund Annual Report for 2021-2022:** Request the Board certify the 2021-2022 SHIP Fund Annual Report. *(Requested by Joe Hegedus, Health & Human Services Director)*
- 7-i) **Consideration of Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund (TIITF) for the State of Florida Department of Environmental Lands for the Docking Facility at Bull Creek Fish Camp:** Authorize the County Administrator to execute the lease agreement and all documents related to the lease agreement as approved to form by the County Attorney. *(Requested by Mike Dickson, General Services Director)*
- 7-j) **Consideration of Award for Request for Proposal 2024-CLINIC to Medical Risk Solutions, LLC for the Operation and Management of the Onsite Health and Wellness Center for Employees of Flagler County with an Estimated Cost of \$1,027,216 for Fiscal Year 2024-2025:** Request the Board approve award for Request for Proposal 2024-CLINIC to Medical Risk Solutions, LLC for the operation and management of the onsite health and wellness center for employees of Flagler County with an estimated cost of \$1,027,216 for Fiscal Year 2024-2025 and authorize the Chair to execute the contract as approved by the County Attorney in form and approved by the County Administrator. *(Requested by Anita Stoker, Benefits & Wellness Manager)*
- 7-k) **Consideration to Amend the FY 2023-24 Budget in the Amount of \$62,400 and Approve the Purchase of Nine Lucas Automated CPR Devices:** Request the Board approve the Purchase of Nine Lucas automated CPR devices, the Unanticipated Revenue Resolution, and authorize the Chair to execute any documents necessary to effectuate the purchase as approved to form by the County Attorney. *(Requested by Michael Tucker, Fire Rescue Chief)*
- 7-l) **Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Fixed Asset Policy:** Request the Board declare items as surplus, removal from the County's fixed asset inventory and authorize Purchasing to dispose of surplus property pursuant to the Fixed Asset policy. *(Requested by Robert Rounds, Purchasing Manager and Richard Zufelt, Property Control Agent)*
- 7-m) **Consideration of Fiscal Year 2023-24 Budget Transfer from Health Insurance Fund Reserves and between departments of the Health Insurance Fund (1501):** Request the Board approve the Budget Transfer. *(Requested by E John Brower, Financial Services Manager)*
8. **General Business:** *Presentations limited to 15 minutes with public comments limited to 3 minutes per speaker.*
- 8-a) **Termination of Lease of Historic Courthouse with First Baptist School of Palm Coast and Interlocal Agreement with the School District of Flagler County for Lease of Historic Courthouse:** Approve termination of lease with First Baptist School; Approve the Resolution and Interlocal Agreement to Lease Historic Courthouse to the School District. *(Requested by Jorge Salinas, Deputy County Administrator and Sean Moylan, Deputy County Attorney)*

9. Public Hearings: *Public Hearings will be heard after 9:30 a.m.*

- 9-a) First Reading of an Ordinance Prohibiting Smoking and Vaping in County Parks:**
Request the Board approve ordinance on first reading. *(Requested by Sean Moylan, Deputy County Attorney)*

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 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.*

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
RECOGNIZING THE MONTH OF SEPTEMBER 2024 AS
“NATIONAL RECOVERY MONTH” IN FLAGLER COUNTY**

WHEREAS, each September, the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration sponsors National Recovery Month; and

WHEREAS, the 2024 National Recovery Month theme is “**Recovery is for EVERYONE: Every Person, Every Family, Every Community**” explores how integrated care, a strong community, sense of purpose, and leadership contribute to effective treatments that sustain the recovery of individuals experiencing substance use disorder; and

WHEREAS, substance use disorder is preventable, treatment is effective, and people can recover; and

WHEREAS, to help more people with lived experience achieve and sustain recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), and Flagler Opens Arms Recovery Services invite all residents to participate in National Recovery Month; and

WHEREAS, the Substance Abuse and Mental Health Services Administration encourages residents to participate in National Recovery Month to learn more about how to help people achieve and sustain long-term recovery; and

WHEREAS, The Recovery Month celebrates the gain made by those living in recovery.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby declare September 2024 as “**National Recovery Month**” in Flagler County.

Adopted this 3rd day of September, 2024.

ATTEST:

Flagler County Board of
County Commissioners

Tom Bexley, Clerk of the
Circuit Court & Comptroller

Andrew S. Dance
Chair

**A PROCLAMATION OF
THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING SEPTEMBER 2024 AS
“PREPAREDNESS MONTH” IN FLAGLER COUNTY**

WHEREAS, natural disasters and human-caused emergencies have the real possibility of effecting our community; and

WHEREAS, government agencies and disaster organizations cannot bear the sole responsibility in preparing for and responding to these disasters; and

WHEREAS, during Preparedness Month, September 2024, community members are encouraged to take time to educate and prepare themselves and those in their care for emergencies and disasters that can impact our community for extended periods time; and

WHEREAS, Flagler County community members who are prepared can be a positive influence on their neighbors by sharing their preparedness plans and encouraging friends, family, neighbors and coworkers to be prepared too; and

WHEREAS, the Board of County Commission firmly believes the more people are prepared, the quicker our community will recover, resulting in a profound positive impact on the quality of life in Flagler County.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that we hereby declare September 2024 as “**Preparedness Month**” in Flagler County; encouraging our community to be ready for disasters and emergencies by visiting FlaglerCounty.gov/emergency or calling the Emergency Operations Center at (386) 313-4200; to sign up for ALERTFlagler emergency notifications, get a copy of the Emergency Preparedness Guide, and to find information on our community training opportunities, including our Community Emergency Response Team course; as well as details about:

- Getting a Disaster Kit
- Making a Disaster Plan
- Being Informed of the risks in our community; and
- Getting Involved in community preparedness.

Adopted this 3rd day of September 2024.

ATTEST:

Flagler County Board of
County Commissioners

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Andrew S. Dance,
Chair

REPORT OF REVENUE COLLECTED
 From the Courts to the Board of County Commissioners
 For the Month of July, 2024
 TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

| | | Check # |
|--|------------|---------|
| Board of County Commissioners | | |
| Automation (Gen) | 7,227.39 | 83280 |
| Drivers Ed Trust Fund (Gen) | 3,654.46 | 83280 |
| Law Enforcement Education (Gen) | 323.19 | 83280 |
| Surcharge for Animal Control | - | 0 |
| Pioneer Credit Recovery | - | 0 |
| Court Facilities | 22,831.35 | 83278 |
| Alcohol & Drug Abuse | 794.05 | 83277 |
| Legal Aid | 1,859.35 | 83282 |
| Law Library | 1,853.43 | 83281 |
| Court Innovations | 1,821.64 | 83268 |
| Juvenile Diversion | 1,787.93 | 83271 |
| Criminal Prevention | 3,012.42 | 83270 |
| Domestic Violence Trust Fund | 1,130.27 | 83279 |
| Teen Court | 2,456.54 | 83272 |
| Clerk of Court: | | |
| Court General Fund | 184,676.06 | |
| Flagler County Sheriffs Office | 3,406.32 | 83283 |
| FL Dept of Economic Opportunity | 220.00 | 83267 |
| FL Dept of Labor and Employment Security | - | 83276 |
| City of Bunnell | 3,832.96 | 83273 |
| City of Flagler Beach | 1,614.29 | 83274 |
| City of Palm Coast | 9,371.70 | 83275 |
| Filing Fees & Court Costs | 50,552.69 | EFT* |
| Indigent Criminal Defense TF | 3,883.72 | |
| Child Welfare Training TF | 155.00 | |
| Displaced Homemaker TF | | |
| Domestic Violence TF | 1,705.00 | |
| State General Revenue Fund | 4,255.00 | |
| State Courts Revenue TF | 29,519.00 | |
| Court Education TF | 1,421.00 | |
| Dept of Financial Svcs Admin TF | 858.00 | |
| Clerks of the Court TF | - | |
| Ch 2008-111, Laws of FL | 8,755.97 | |
| DOR - Child Support Fees | 434.08 | EFT* |
| Non IV-D, SDU Cases | 434.08 | |

REPORT OF REVENUE COLLECTED
 From the Courts to the Board of County Commissioners
 For the Month of July, 2024
 TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

| | | | |
|--|-----------|-----------|------|
| Motor Vehicles & Vessels | | 34,717.31 | EFT* |
| Emergency Medical Services TF | 3,868.62 | | |
| CRIMES COMPENSATION TF | 270.00 | | |
| Dept of Health EMS TF | | | |
| State Courts Revenue TF | 6,347.20 | | |
| Child Welfare Training TF | 718.95 | | |
| HSMV Motor Vehicle License TF | 3,394.50 | | |
| State General Revenue Fund | 9,200.27 | | |
| DOH Administrative TF | - | | |
| Brain and Spinal Cord Injury TF | 2,452.49 | | |
| State Agency Law Enf Radio System TF | 1,738.71 | | |
| State Attorneys Revenue TF | 2,417.59 | | |
| Public Defenders Revenue TF | 1,212.42 | | |
| Juvenile Welfare Training TF | 719.02 | | |
| Additional Court Cost Clearing TF | 584.31 | | |
| Epilepsy Services TF | 75.00 | | |
| Nongame Wildlife TF | 728.23 | | |
| Marine Resources Conservation TF | 990.00 | | |
| Red Light Camera | | - | EFT* |
| State General Revenue Fund | - | | |
| Dept of Health Administrative TF | - | | |
| Brain and Spinal Cord Injury TF | - | | |
| Natural Resources & Conservation | | - | |
| State Game TF | - | | |
| Vital Statistics, Public Health, Tobacco | | 265.69 | EFT* |
| Department of Health | 185.69 | | |
| Solid Waste Mgmt TF | - | | |
| Department of Education | 80.00 | | |
| Crimes & Criminal Procedures | | - | EFT* |
| State General Revenue Fund | - | | |
| Crimes Compensation TF | - | | |
| Additional Court Costs | | 23,147.16 | EFT* |
| Crimes Compensation TF | 11,064.88 | | |
| Emergency Medical Services TF | 235.97 | | |
| FDLE Operating TF | 434.28 | | |
| Brain and Spinal Cord Injury TF | 566.38 | | |
| Domestic Violence TF | 907.66 | | |
| Rape Crisis Program TF | 1,592.13 | | |
| DCF Grants & Donations TF | 89.95 | | |
| Dept of Bus & Prof Regulations | - | | |
| Dept of Financial Services | - | | |
| Fish & Wildlife Operating TF | - | | |
| HSMV Motor Vehicle License TF | 556.46 | | |
| FDLE Investigative Support TF | - | | |
| Off of Statewide Prosecutor | - | | |
| DOT State Transportation TF | - | | |
| State Attorneys Revenue TF | 7,699.45 | | |

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

Invoices Processed for period 08/05/24 to 08/09/24

Item 06a(2)

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|----------------------------------|---------------|---------------|--|
| 08/05/24 | 1993 | STATE OF FLORIDA | MEDICAID 0824 | \$135,939.08 | MEDICAID REIMBURSEMENT AUGUST 2024 |
| | | | Check Total | \$135,939.08 | |
| 08/05/24 | 1994 | P&A ADMINISTRATIVE SERVICES, INC | 08.04.2024 | \$893.79 | P&A Flexible Spending 08.03.2024 |
| | | | Check Total | \$893.79 | |
| 08/05/24 | 1995 | P&A ADMINISTRATIVE SERVICES, INC | 08.03.2024 | \$398.77 | P&A Flexible Spending 08.01.2024 - 08.03.2024 |
| | | | Check Total | \$398.77 | |
| 08/06/24 | 1996 | P&A ADMINISTRATIVE SERVICES, INC | 08.05.2024 | \$93.94 | P&A Flexible Spending 08.03.2024 - 08.04.2024 |
| | | | Check Total | \$93.94 | |
| 08/07/24 | 1997 | EXPRESS TAX - TTL WIRE | 080924 | \$135,958.84 | Payroll Run 1 - Warrant 240809 |
| | | | Check Total | \$135,958.84 | |
| 08/07/24 | 1998 | P&A ADMINISTRATIVE SERVICES, INC | 080624 | \$440.19 | P&A Flexible Spending 8.6.24 |
| | | | Check Total | \$440.19 | |
| 08/08/24 | 2000 | P&A ADMINISTRATIVE SERVICES, INC | 080724 | \$270.21 | P&A Flexible Spending 8.7.24 |
| | | | Check Total | \$270.21 | |
| 08/05/24 | 210226 | ADVANCE AUTO PARTS | 8483417672260 | \$870.91 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210226 | ADVANCE AUTO PARTS | 8483418087060 | \$293.19 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210226 | ADVANCE AUTO PARTS | 8483419772634 | \$499.58 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210226 | ADVANCE AUTO PARTS | 8483420772860 | \$83.52 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210226 | ADVANCE AUTO PARTS | 8483421372966 | \$396.38 | AUTOMOTIVE PARTS AND SUPPLIES |
| | | | Check Total | \$2,143.58 | |
| 08/05/24 | 210227 | AFLAC PREMIUM HOLDING | 07122024 | \$1,153.79 | Payroll Run 1 - Warrant 240712 |
| 08/05/24 | 210227 | AFLAC PREMIUM HOLDING | 071924 | \$1,153.79 | Payroll Run 1 - Warrant 240719 |
| 08/05/24 | 210227 | AFLAC PREMIUM HOLDING | 072624 | \$1,153.79 | Payroll Run 1 - Warrant 240726 |
| 08/05/24 | 210227 | AFLAC PREMIUM HOLDING | 08022024 | \$1,153.79 | Payroll Run 1 - Warrant 240802 |
| | | | Check Total | \$4,615.16 | |
| 08/05/24 | 210228 | ALBERT HADEED | 20240625 | \$78.00 | 2024 FACA Board Mtg and Annual CLE - Al Hadeed |
| | | | Check Total | \$78.00 | |
| 08/05/24 | 210229 | AMERICAN HEALTH ASSOCIATES, INC | RO MO012631 | \$14.09 | IHC - [REDACTED] RO MO12631 |
| | | | Check Total | \$14.09 | |
| 08/05/24 | 210230 | AMERICAN JANITORIAL, INC. | 27630 | \$1,550.80 | Inv#27630-June Additional-6.30.24 |
| 08/05/24 | 210230 | AMERICAN JANITORIAL, INC. | 27631 | \$2,160.00 | Inv#27631-June Cabin cleaning-6.30.24 |
| | | | Check Total | \$3,710.80 | |
| 08/05/24 | 210231 | ANEW COUNSELING, LLC | 004-A | \$100.00 | INV#004-A MENTAL HEALTH SERVICE-SENIORS 07/23 |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210232 | ARGOS USA, LLC | 93481353 | \$1,871.63 | CONCRETE-WADSWORTH PARK |
| | | | Check Total | \$1,871.63 | |

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

Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|--|-------------------------|---------------|---|
| 08/05/24 | 210233 | AT&T INC | 287291122839 0724 | \$115.30 | Cellular Services 06.26 - 07.25 |
| 08/05/24 | 210233 | AT&T INC | 287304363950 0724 | \$125.32 | Cellular Services 06.26 - 07.25 |
| 08/05/24 | 210233 | AT&T INC | 287315918621X03 2524 | \$1,165.27 | FIRST NET 03.18.24-04.17.24 |
| 08/05/24 | 210233 | AT&T INC | 287320351626 0724 | \$328.95 | Cellular 06.18.24 - 07.17.24 Growth Mgt |
| | | | Check Total | \$1,734.84 | |
| 08/05/24 | 210234 | ATLANTIC SURF CONSTRUCTION AND HOME INSPECTION INC | 1199 | \$750.00 | OWNER OCCUPIED REHAB,5 RODGER CT, PALM COAST, FL |
| 08/05/24 | 210234 | ATLANTIC SURF CONSTRUCTION AND HOME INSPECTION INC | 1200 | \$53,893.09 | OWNER OCCUPIED REHAB,5 RODGER CT, PALM COAST, FL |
| | | | Check Total | \$54,643.09 | |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018973550 | \$21.22 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018973551 | \$386.22 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018973552 | \$47.70 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018980283 | \$81.43 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018988597 | \$25.22 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018988598 | \$18.70 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5018988599 | \$151.25 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/05/24 | 210235 | BAKER & TAYLOR, INC | 5019004714 | \$116.38 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| | | | Check Total | \$848.12 | |
| 08/05/24 | 210236 | BORLAND-GROOVER CLINIC PA | RO MO12580 | \$166.48 | IHC - [REDACTED] RO MO12580 |
| | | | Check Total | \$166.48 | |
| 08/05/24 | 210237 | BOULEVARD TIRE CENTER | 27-GS110612 | \$7,676.21 | TIRES (SHERIFF) |
| | | | Check Total | \$7,676.21 | |
| 08/05/24 | 210238 | BOUND TREE MEDICAL LLC | 85418429 | \$593.04 | EMS MEDICAL SUPPLIES & REPLATE |
| 08/05/24 | 210238 | BOUND TREE MEDICAL LLC | 85419972 | \$105.90 | EMS MEDICAL SUPPLIES & REPLATE |
| 08/05/24 | 210238 | BOUND TREE MEDICAL LLC | 85424778 | \$383.98 | EMS MEDICAL SUPPLIES & REPLATE |
| | | | Check Total | \$1,082.92 | |
| 08/05/24 | 210239 | CC CALHOUN, INC. | 162355 | \$3,130.00 | PARKS - FCRA - BALL FIELDS - BASEBALL CLAY |
| | | | Check Total | \$3,130.00 | |
| 08/05/24 | 210240 | CENTRAL HYDRAULICS INC | 30015042 | \$388.31 | HYDRUALIC SYSTEM REPAIRS - 9897 |

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

Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|-----------------------|-----------------------|---------------|--|
| | | | Check Total | \$388.31 | |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4188747086 | \$10.07 | Inv#4188747086-Purchasing-4.8.24 |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4188747122 | \$40.72 | Inv#4188747122-Shop Towels-4.8.24 |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4200203790 | \$9.32 | Inv#4200203790-Landfill-7.29.24 |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4200203919 | \$40.72 | Inv#4200203919-Shop Towels-7.29.24 |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4200203935 | \$10.07 | Inv#4200203935-Purchasing-7.29.24 |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4200204222 | \$116.83 | Uniform Rentals-PUBLIC WORKS |
| 08/05/24 | 210241 | CINTAS CORPORATION | 4200204614 | \$686.99 | Inv#4200204614-Uniforms-6.29.24 |
| | | | Check Total | \$914.72 | |
| 08/05/24 | 210242 | CITY OF BUNNELL | 01-0270-01 0724 | \$474.01 | 1769 E MOODY BLVD BLVD 3 5.31.24-6.30.24 |
| 08/05/24 | 210242 | CITY OF BUNNELL | 01-0320-01 06.2024 | \$264.05 | 1769 E MOODY #8 05.31.24-06.30.24 |
| 08/05/24 | 210242 | CITY OF BUNNELL | 01-5190-02 06.2024 | \$649.96 | 1601 OLD MOODY 5/31/24-6/30/24 |
| 08/05/24 | 210242 | CITY OF BUNNELL | 05-0070-01 06.2024 | \$87.30 | 655 JUSTICE LN 05/31/24-06/30/24 |
| 08/05/24 | 210242 | CITY OF BUNNELL | RO U003812 | \$193.75 | CHAU RO U003812 |
| | | | Check Total | \$1,669.07 | |
| 08/05/24 | 210243 | CITY OF PALM COAST | 21299498 | \$6,427.78 | 170 AVIATION DR 6.13.24-7.12.24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 21299797 | \$1,750.25 | 2500 NW PALM COAST PKWY 6.12.24-7.11.24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 344534-19521 0724 | \$83.01 | HAMMOCK CC - 79 MALACOMPRA - 6/12/24-7/11/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 344535-19531 0724 | \$164.04 | MALACOMPRA PARK - 115 MALACOMPRA - 6/13/24-7/11/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 344536-19958 0724 | \$29.29 | BINGS OLD CARETAKER - 5862 NOSB - 6/12/24-7/11/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 344536-19960 0724 | \$119.04 | BINGS RESTROOM - 5862 NOSB - 6/12/24-7/11/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 344541-45015 0724 | \$34.62 | HERSCHEL KING - 1000 GRADY PRATHER-6/13/24-7/12/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 47630 | \$1,825.49 | FUEL USAGE 06.2024 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 694409-19097 0724 | \$219.34 | FCSO - 14 PALM HARBOR - 6/13/24-7/12/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | 704579-80604 0724 | \$396.66 | BAY DR PARK - 30 BAY DR - 6/12/24-7/11/24 |
| 08/05/24 | 210243 | CITY OF PALM COAST | RO U003813 | \$120.46 | PCW ASSIST DRUMMER BILL#21294117 |
| | | | Check Total | \$11,169.98 | |
| 08/05/24 | 210244 | CITY OF PALM COAST | REIMBURSE WW 8 | \$9,197.62 | REIMBURSEMENT FOR WILLOW WOODS -RFR#8 |
| | | | Check Total | \$9,197.62 | |
| 08/05/24 | 210245 | CONSOR ENGINEERS, LLC | C230880FL.00-8 | \$55,562.40 | CONSTRUCTION OF COMMERCE PARKWAY |

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| 08/05/24 | 210245 | CONSOR ENGINEERS, LLC | D210167FL.05-5 | \$18,560.63 | Willow Woods Main Extension - 06-01-24 to 06-28-24 |
| | | | Check Total | \$74,123.03 | |
| 08/05/24 | 210246 | EL FARO GROUP, LLC | 1884 | \$6,664.00 | RESURFACING OF HAMMOCK PICKLEBALL COURTS-DRAW 2 |
| | | | Check Total | \$6,664.00 | |
| 08/05/24 | 210247 | DS SERVICES OF AMERICA, INC. | 8465615 070124 | \$1,327.12 | WATER DELIVERY AND WATER COOLER- JUNE 2024 |
| | | | Check Total | \$1,327.12 | |
| 08/05/24 | 210248 | CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA LLC | X205022343:01 | \$1,144.51 | AUTOMOTIVE AND EQUIPMENT PARTS |
| | | | Check Total | \$1,144.51 | |
| 08/05/24 | 210249 | CYCLEHERE MEDIA LLC | 2024-7-254 | \$1,860.00 | DRONE PHOTO/PRE-PRODUCTION |
| | | | Check Total | \$1,860.00 | |
| 08/05/24 | 210250 | DAUGHARTY ENTERPRISES, INC. | 502 | \$23,875.00 | LM - HUNTERS RIDGE FIRELINE MAINTENANCE |
| | | | Check Total | \$23,875.00 | |
| 08/05/24 | 210251 | DEBRA MORGAN | 20240729 | \$323.72 | DEST. INT. -VISITOR SERVICES SUMMIT MORGAN |
| | | | Check Total | \$323.72 | |
| 08/05/24 | 210252 | DEX IMAGING LLC | AR11580261 | \$1,456.11 | Copier Maintenance Fees 06.01 - 06.30 |
| | | | Check Total | \$1,456.11 | |
| 08/05/24 | 210253 | DRMP, INC. | 178661 | \$28,944.44 | CEI CR 90 FROM HICKORY ST TO CR 305 |
| | | | Check Total | \$28,944.44 | |
| 08/05/24 | 210254 | ENVIRONMENTAL CONTROL SYSTEMS INC | 29291 | \$275.00 | HIDDEN TRAILS - SEPTIC PUMP OUT |
| 08/05/24 | 210254 | ENVIRONMENTAL CONTROL SYSTEMS INC | 29367 | \$275.00 | HIDDEN TRAILS - SEPTIC PUMP OUT |
| 08/05/24 | 210254 | ENVIRONMENTAL CONTROL SYSTEMS INC | 29405 | \$25,475.00 | SEPTIC TANK REPLACEMENT-JUNGLE HUT PARK |
| | | | Check Total | \$26,025.00 | |
| 08/05/24 | 210255 | FASTENAL COMPANY | FLORM57597 | \$442.20 | FACILITIES SUPPLIES |
| 08/05/24 | 210255 | FASTENAL COMPANY | FLORM57624 | \$465.84 | FACILITIES SUPPLIES |
| | | | Check Total | \$908.04 | |
| 08/05/24 | 210256 | FEDERAL EXPRESS CORPORATION | 8-535-96404 | \$229.87 | SHIPPING CHARGES |
| 08/05/24 | 210256 | FEDERAL EXPRESS CORPORATION | 8-549-85341 | \$21.17 | SHIPPING CHARGES |
| | | | Check Total | \$251.04 | |
| 08/05/24 | 210257 | FERGUSON ENTERPRISE LLC | 5180473 | \$227.55 | PLUMBING PARTS & SUPPLIES-FACILITIES |
| | | | Check Total | \$227.55 | |
| 08/05/24 | 210258 | FLAGLER AUDITORIUM GOV BOARD, INC | 07302024 | \$15,000.00 | SEMG FY23/24 TDC 7.12.23 BOCC 8.7.2023 |
| | | | Check Total | \$15,000.00 | |

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| 08/05/24 | 210259 | FLAGLER CO CLERK OF CIRCUIT COURT & | 08022024 | \$20.00 | Payroll Run 1 - Warrant 240802 |
| 08/05/24 | 210259 | FLAGLER CO CLERK OF CIRCUIT COURT & | 4902202311 | \$35.50 | DEED RECORDING FEE - 4902202311 |
| 08/05/24 | 210259 | FLAGLER CO CLERK OF CIRCUIT COURT & | 4957202311 | \$35.50 | EASTMENT RECOPRDING - 4957202311 |
| 08/05/24 | 210259 | FLAGLER CO CLERK OF CIRCUIT COURT & | 4957202312 | \$156.00 | EASMENT FEES - 4957202312 |
| | | | Check Total | \$247.00 | |
| 08/05/24 | 210260 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 08022024 | \$406,811.77 | Payroll Run 1 - Warrant 240802 |
| | | | Check Total | \$406,811.77 | |
| 08/05/24 | 210261 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 7374 | \$351.63 | WATER/SEWER 07.2024 |
| | | | Check Total | \$351.63 | |
| 08/05/24 | 210262 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | POSTAGE 0624 | \$786.60 | POSTAGE JUNE 2024 |
| | | | Check Total | \$786.60 | |
| 08/05/24 | 210263 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | PERMIT 2024040242 | \$47,559.34 | NEXUS BUILDING PERMIT 2024040242 |
| | | | Check Total | \$47,559.34 | |
| 08/05/24 | 210264 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | July-24 | \$9,168.72 | 23-24 TRANSPORTATION COST FOR 3B CONGREGATE MEALS |
| | | | Check Total | \$9,168.72 | |
| 08/05/24 | 210265 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 080224 | \$2,116.50 | Payroll Run 1 - Warrant 240802 |
| | | | Check Total | \$2,116.50 | |
| 08/05/24 | 210266 | FLAGLER HUMANE SOCIETY INC | 1027AB | \$15,965.00 | FLAGLER HUMANE SOCIETY SERVICES - JULY 2024 |
| | | | Check Total | \$15,965.00 | |
| 08/05/24 | 210267 | FLAGLER POWER EQUIPMENT | 153495 | \$1,309.36 | EQUIPMENT PARTS AND SUPPLIES |
| | | | Check Total | \$1,309.36 | |
| 08/05/24 | 210268 | FLORIDA JANITOR & PAPER SUPPLY INC | 372854-2 | \$55.09 | CUSTODIAL SUPPLIES |
| | | | Check Total | \$55.09 | |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 03688-49469 0624 | \$411.75 | WADSWORTH SKATE PARK-2200 E MOODY-6/12/24-7/12/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 05724-42036 0624 | \$29.75 | WADSWORTH S SOCCER LT-2200 E MOODY-6/12/24-7/12/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 06874-05688 0724 | \$313.09 | HAMMOCK CC - 79 MALACOMPRA - 6/25/24-7/25/24 |

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| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 07015-28267 0624 | \$190.70 | SALLY'S SAFE HAVEN - 106 E MOODY - 6/6/24-7/8/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 07470-13431 0724 | \$30.70 | 2500 PALM COAST PKWY SW#PUMP 6.17.24-7.18.24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 12767-86025 0724 | \$128.46 | HIDDEN TRLS CC - 6108 MAHOGANY - 6/26/24-7/26/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 13163-52549 0624 | \$80.90 | NOSB #ES 6TN 16 ST - 6/4/24-7/3/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 13273-48205 0724 | \$862.18 | 245 CR 305 Tower 06.24.24 - 07.24.24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 22985-08843 0624 | \$93.87 | WADSWORTH TENNIS CTS-2200 E MOODY-6/12/24-7/12/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 22995-06879 0624 | \$84.23 | WADSWORTH RACQUETBALL-2200 E MOODY-6/12/24-7/12/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 36563-15029 0724 | \$128.46 | HIDDEN TRLS WELL - 6108 MAHOGANY - 6/26/24-7/26/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 50759-58024 0724 | \$37.70 | RED ROOF STORAGE - 245 CR 305 - 6/24/24-7/24/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 70616-13076 0724 | \$470.57 | 7570 CR 304 Tower 06.24.24 - 07.24.24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 73612-47260 0624 | \$938.33 | WADSWORTH SCR CONCESS-2200 E MOODY-6/12/24-7/12/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 86323-22320 0724 | \$5,462.82 | 2500 PALM COAST PKWY NW# LIBRARY 6.17.24-7.18.24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 86933-00611 0724 | \$79.18 | BINGS LANDING RESTROOM-5862 NOSB - 6/25/24-7/25/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 92357-52210 0724 | \$97.83 | HIDDEN TRLS #OL - 6108 MAHOGANY - 6/24/24-7/26/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 93696-92117 0724 | \$424.15 | FSCO - 14 PALM HARBOR VILLAGE - 6/18/24-7/19/24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 96326-02984 0624 | \$989.54 | ST-LGT DY N SRVC DIST 6.4.24-7.3.24 |
| 08/05/24 | 210269 | FLORIDA POWER & LIGHT COMPANY | 99618-07139 0724 | \$68.26 | HERSCHEL KING - 1000 GRADY PRATHER-7/19/24-7/19/24 |
| | | | Check Total | \$10,922.47 | |
| 08/05/24 | 210270 | FLORIDA POWER & LIGHT COMPANY | 01366-80451 0624 | \$27.22 | WADSWORTH SCOREBOARD-2200 E MOODY-6/12/24-7/12/24 |
| 08/05/24 | 210270 | FLORIDA POWER & LIGHT COMPANY | 16064-05635 0724 | \$27.69 | MALACOMPRA PARK - 115 MALACOMPRA - 6/25/24-7/25/24 |
| 08/05/24 | 210270 | FLORIDA POWER & LIGHT COMPANY | 56205-24370 0724 | \$29.24 | VARN PARK - 3665 NOSB - 6/25/24-7/25/24 |
| 08/05/24 | 210270 | FLORIDA POWER & LIGHT COMPANY | 81643-01106 0724 | \$27.61 | BC CAMP WATER PUMP-3861 W CR 2006-6/24/24-7/24/24 |
| 08/05/24 | 210270 | FLORIDA POWER & LIGHT COMPANY | 84309-36099 0724 | \$24.04 | 2500 PALM COAST PKWY NW #LIBRARY 6.17.24-7.18.24 |
| 08/05/24 | 210270 | FLORIDA POWER & LIGHT COMPANY | 91194-99433 0724 | \$27.31 | BINGS LANDING PAV - 5862 NOSB - 6/25/24-7/25/24 |
| | | | Check Total | \$163.11 | |
| 08/05/24 | 210271 | FLORIDA POWER & LIGHT COMPANY- ASSIS | RO U003810 | \$48.67 | RUQIYYAH NIA SADIQ RO U003810 |

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| 08/05/24 | 210271 | FLORIDA POWER & LIGHT COMPANY-ASSIS | RO U003811 | \$212.74 | HILLS RO U003811 |
| | | | Check Total | \$261.41 | |
| 08/05/24 | 210272 | FLORIDA'S FIRST COAST OF GOLF INC | 3033 | \$3,600.00 | DIGITAL REPEAT VISITOR CAMPAIGN |
| | | | Check Total | \$3,600.00 | |
| 08/05/24 | 210273 | GLOBAL EQUIPMENT COMPANY INC | 122024759 | \$3,763.95 | LM - HITCH SPRAYER |
| | | | Check Total | \$3,763.95 | |
| 08/05/24 | 210274 | GRAFT, INC | 653098 | \$395.00 | WEB PACKAGE ADVERTISING 8-1-2024 |
| | | | Check Total | \$395.00 | |
| 08/05/24 | 210275 | GRAYBAR ELECTRIC INC. | 9338069085 | \$721.96 | ELECTRICAL SUPPLIES |
| | | | Check Total | \$721.96 | |
| 08/05/24 | 210276 | GUARDIAN FUELING TECHNOLOGIES INC | SRVCE2746014 | \$2,270.94 | REPLACING UPPER BEZEL OF DISP#5, ELECTRIC 77 RESET |
| | | | Check Total | \$2,270.94 | |
| 08/05/24 | 210277 | H.R. LEWIS PETROLEUM CO. | 347900 | \$6,561.00 | OIL AND GREASE |
| | | | Check Total | \$6,561.00 | |
| 08/05/24 | 210278 | LINDA ONEILL | 5524a | \$2,458.76 | IT Staff Shirts |
| | | | Check Total | \$2,458.76 | |
| 08/05/24 | 210279 | IBS OF COASTAL JACKSONVILLE | 30050296 | \$994.37 | AUTOMOTIVE AND EQUIPMENT BATTE |
| | | | Check Total | \$994.37 | |
| 08/05/24 | 210280 | INDIGITAL TELECOM | 18240 | \$4,758.00 | E911 Routing Services Aug 2024 |
| | | | Check Total | \$4,758.00 | |
| 08/05/24 | 210281 | JAVCO ROOFING LLC | 2023-19-2 | \$15,190.00 | RESIDENTIAL REHAB- RE ROOF 45 PINE BROOK |
| | | | Check Total | \$15,190.00 | |
| 08/05/24 | 210282 | JUDY BUCEK | JUDY BUCEK 0424-0624 | \$130.00 | ST 31 VOLUNTEER REIMBURSEMENT 04.24-06.24 |
| | | | Check Total | \$130.00 | |
| 08/05/24 | 210283 | KALEY STUBBS BUCEK | KALEY BUCEK 424-624 | \$370.00 | ST 31 VOLUNTEER REIMBURSEMENT 04.24-06.24 |
| | | | Check Total | \$370.00 | |
| 08/05/24 | 210284 | KAMERON BUCEK | KAM BUCEK 424-624 | \$370.00 | ST 31 VOLUNTEER REIMBURSEMENT 04.24-06.24 |
| | | | Check Total | \$370.00 | |
| 08/05/24 | 210285 | KEVIN M BUCEK | KEVIN BUCEK 424-624 | \$370.00 | ST 31 VOLUNTEER REIMBURSEMENT 04.24-06.24 |
| | | | Check Total | \$370.00 | |
| 08/05/24 | 210286 | KIMLEY-HORN AND ASSOCIATES, INC. | 28580802 | \$36,664.00 | DESIGN - PAVING WALNUT AVE FROM WATER OAK TO FORES |
| | | | Check Total | \$36,664.00 | |
| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389357 | \$80.00 | Inv#389357-Lake Dickson-6.27.24 |

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| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389358 | \$80.00 | INV#389358-Grand Swamp-6.27.24 |
| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389359 | \$80.00 | Inv#389359-Hammock-6.27.24 |
| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389360 | \$480.00 | Inv#389360-Princess Place-6.27.24 |
| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389361 | \$140.00 | Inv#389361-River to Sea-6.27.24 |
| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389363 | \$80.00 | Inv#389363-Shell Bluff-6.27.24 |
| 08/05/24 | 210287 | KNIGHT JON BOY INC | 389364 | \$337.33 | Inv#389364-Jungle Hut-6.27.24 |
| | | | Check Total | \$1,277.33 | |
| 08/05/24 | 210288 | KNOX COMPANY | INV-KA-273326 | \$1,298.00 | KNOX CONNECT CLOUD LICENSE |
| | | | Check Total | \$1,298.00 | |
| 08/05/24 | 210289 | RELX INC. | 3095206159 | \$279.00 | LEXIS NEXIS SUBSCRIPTION 6.1.24-6.30.24 |
| | | | Check Total | \$279.00 | |
| 08/05/24 | 210290 | LIVE TOUR NETWORK, INC. | 28940 | \$399.99 | UGOV MOBILE APP HOSTING AUG 2024 |
| | | | Check Total | \$399.99 | |
| 08/05/24 | 210291 | LOWE'S HOME CENTERS, LLC | 74141 | \$1,403.84 | CARPET-FIRE ST TRAINING FACILITY |
| 08/05/24 | 210291 | LOWE'S HOME CENTERS, LLC | 76891 | \$938.72 | BUILDING SUPPLIES-TAX COLLECTOR-FB LOCATION |
| 08/05/24 | 210291 | LOWE'S HOME CENTERS, LLC | 93425 | \$239.96 | TRUSS HARDWARE-STATION 41 UPGRADES |
| 08/05/24 | 210291 | LOWE'S HOME CENTERS, LLC | 93888 | \$389.99 | MORTAR MIX-STATION 41 UPGRADES |
| | | | Check Total | \$2,972.51 | |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 60068502 | \$20.00 | INV#60068502-Pellicer CC-Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 60173926 | \$20.00 | INV#60173926-Hidden Trails CC-Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 60199435 | \$30.00 | Inv#60199435-Haw Creek CC-Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 60222261 | \$18.00 | Inv#60222261-Carver Gym-Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 61759431 | \$40.00 | Inv#61759431-Malacompra-Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 61759503 | \$10.00 | Inv#61759503-Malacompra-Initial |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 61759553 | \$40.00 | Inv#61759553-Jungle Hut-Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 61759569 | \$10.00 | Inv#61759569-Jungle Hut-Initial |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 61759621 | \$40.00 | Inv#61759621-Bay Drive- Rodent |
| 08/05/24 | 210292 | MASSEY SERVICES INC | 61759644 | \$10.00 | Inv#61759644-Bay Drive-Initial |
| | | | Check Total | \$238.00 | |
| 08/05/24 | 210293 | MCGRATH RENTCORP AND SUBSIDIARIES | 301468256 | \$512.50 | STORAGE BUILDING-STATION 92 |
| | | | Check Total | \$512.50 | |
| 08/05/24 | 210294 | MCKINNON & MCKINNON, P.A. | 2024.07.02 OLD DIXIE | \$2,007.50 | PROF SERVICES 6.1.24-6.30.24 |
| | | | Check Total | \$2,007.50 | |
| 08/05/24 | 210295 | MEDICAL GUARDIAN LLC | 6106510 | \$346.23 | SENIOR SERVICE EMERGENCY ALERT BUTTON JUNE 2024 |
| | | | Check Total | \$346.23 | |

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| 08/05/24 | 210296 | MFB FINANCIAL INC | INV1711 | \$1,629.74 | July 2024 MFB Fees |
| | | | Check Total | \$1,629.74 | |
| 08/05/24 | 210297 | NABORS, GIBLIN & NICKERSON PA | 220 23010 50644 HJE | \$9,885.00 | PROF SERVICES - JUNE 2024 |
| | | | Check Total | \$9,885.00 | |
| 08/05/24 | 210298 | NATIONAL AUTO PARTS WAREHOUSE, LLC | 118-00134497 | \$3,277.33 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210298 | NATIONAL AUTO PARTS WAREHOUSE, LLC | 118-00134683 | \$179.32 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210298 | NATIONAL AUTO PARTS WAREHOUSE, LLC | 118-00134792 | \$407.92 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210298 | NATIONAL AUTO PARTS WAREHOUSE, LLC | 118-00134850 | \$54.00 | AUTOMOTIVE PARTS AND SUPPLIES |
| 08/05/24 | 210298 | NATIONAL AUTO PARTS WAREHOUSE, LLC | 118-00135243 | \$871.52 | AUTOMOTIVE PARTS AND SUPPLIES |
| | | | Check Total | \$4,790.09 | |
| 08/05/24 | 210299 | NORTH FLORIDA SURGEONS, PA | RO MO12642 | \$126.76 | IHC - EBLIN RO MO12642 |
| | | | Check Total | \$126.76 | |
| 08/05/24 | 210300 | OLSEN ASSOCIATES | 2024-124(revised) | \$334,435.22 | SHORELINE PROTECTION |
| | | | Check Total | \$334,435.22 | |
| 08/05/24 | 210301 | ANDY KAZSAMER | REFUND 7.24.24 AK | \$91.00 | REFUND DUE TO FAILED TO POST PERMIT 2024050247 |
| | | | Check Total | \$91.00 | |
| 08/05/24 | 210302 | NICOLE STORMS | REFUND 7.24.24 | \$2.50 | REFUND FOR BRIDGEPAY PERMIT 2024050247 |
| | | | Check Total | \$2.50 | |
| 08/05/24 | 210303 | PALM COAST OBSERVER LLC | 24-00194F | \$35.00 | 2022 OUTSTANDING CHECK 24-00194F |
| 08/05/24 | 210303 | PALM COAST OBSERVER LLC | 24-00296F | \$72.50 | ADVERTISEMENT FOR RFP 24-005P FIRESTATIONS 51 & 62 |
| | | | Check Total | \$107.50 | |
| 08/05/24 | 210304 | PALM COAST SIGNS & GRAPHICS INC | 24-1099 | \$275.00 | SIGNS FOR VARIOUS PARKS |
| 08/05/24 | 210304 | PALM COAST SIGNS & GRAPHICS INC | 24-1131 | \$79.00 | SIGNS FOR VARIOUS PARKS |
| 08/05/24 | 210304 | PALM COAST SIGNS & GRAPHICS INC | 24-1158 | \$79.00 | SIGNS FOR VARIOUS PARKS |
| | | | Check Total | \$433.00 | |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE DM 07.10.24 | \$1,071.90 | INMATE DENTAL DM 7.10.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE ET 07.02.24 | \$116.10 | INMATE DENTAL ET 7.2.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE FW 07.16.24 | \$800.10 | INMATE DENTAL FW 7.16.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE JJ 07.03.24 | \$1,154.70 | INMATE JJ 7.3.24 |

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| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|------------------------------------|-----------------------|---------------|---|
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE JL 07.17.24 | \$1,231.20 | INMATE DENTAL JL 7.17.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE JS 07.03.24 | \$2,320.20 | INMATE DENTAL JS 7.3.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE PM 07.17.24 | \$116.10 | INMATE DENTAL PM 7.17.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE PS 07.16.24 | \$318.60 | INMATE DENTAL PS 7.16.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE SH 07.09.24 | \$826.20 | INMATE SH 7.9.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE SM 07.09.24 | \$198.90 | INMATE DENTAL SM 7.9.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE TJ 07.10.24 | \$729.90 | INMATE DENTAL TJ 7.10.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE WM 07.24.24 | \$955.80 | INMATE DENTAL WM 7.24.24 |
| 08/05/24 | 210305 | PALM LANDING DENTAL LLC | INMATE YS 07.02.24 | \$186.30 | INMATE DENTAL YS 7.2.24 |
| | | | Check Total | \$10,026.00 | |
| 08/05/24 | 210306 | PFM ASSET MANAGEMENT LLC | 14318767 | \$5,370.47 | INVESTMENT ADVISORY FEES 6.1.24 - 6.30.24 |
| | | | Check Total | \$5,370.47 | |
| 08/05/24 | 210307 | PLANSOURCE BENEFITS ADMINISTRATION | IN339763 | \$526.15 | July 2024 ACA Fees |
| | | | Check Total | \$526.15 | |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 101061 | \$226.23 | INMATE MEDICAL JH 9.18.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 101062 | \$1,433.16 | INMATED MEDICAL JH 9.21.23-9.22.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 102048 | \$147.60 | INMATE MEDICAL WS 1.30.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 102890 | \$116.89 | INMATE MEDICAL RU 4.28.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103312 | \$15.38 | INMATE MEDICAL FL 2.6.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103371 | \$21.00 | INMATE MEDICAL WF 10.27.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103372 | \$21.80 | INMATE MEDICAL MI 10.28.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103373 | \$92.74 | INMATE MEDICAL DH 2.5.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103374 | \$87.22 | INMATE MEDICAL LM 12.22.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103375 | \$164.73 | INMATE MEDICAL TT 11.17.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103376 | \$164.73 | INMATE MEDICAL TT 11.12.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103377 | \$2,417.33 | INMATE MEDICAL RG 2.2.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103378 | \$162.59 | INMATE MEDICAL JB 11.20.22, 12.22.23 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103379 | \$5,246.81 | INMATE MEDICAL ED 4.10.24 - 4.13.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103380 | \$136.36 | INMATE MEDICAL RG 4.1.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103381 | \$1,132.12 | INMATE MEDICAL CH 4.25.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103382 | \$377.22 | INMATE MEDICAL JS 3.11.24 |

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

Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|--------------------------------|---------------------|---------------|---|
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103383 | \$1,661.67 | INMATE MEDICAL JS 5.1.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 103384 | \$3,997.89 | INMATE MEDICAL RG 1.6.24 |
| 08/05/24 | 210308 | PRIME HEALTH SERVICES, INC | 2022-2077-002-01 | \$70.66 | INMATE MEDICAL RS 7.1.22 |
| | | | Check Total | \$17,694.13 | |
| 08/05/24 | 210309 | ADCOX, KRISTY | 10078 - ADCOX | \$70.00 | 10078 - ESPANOLA CC |
| | | | Check Total | \$70.00 | |
| 08/05/24 | 210310 | APPELQUIST, NIKKI | 7993-1 - APPELQUIST | \$200.00 | 7993-1 - PPP - COTTAGE#1 - CANCELLATION |
| | | | Check Total | \$200.00 | |
| 08/05/24 | 210311 | APPELQUIST, NIKKI | 7993-2 - APPELQUIST | \$334.82 | 7993-2 - PPP - COTTAGE#1 - CANCELLATION |
| | | | Check Total | \$334.82 | |
| 08/05/24 | 210312 | APPELQUIST, NIKKI | 7993-3 - APPELQUIST | \$40.18 | 7993-3 - PPP - COTTAGE#1 - CANCELLATION |
| | | | Check Total | \$40.18 | |
| 08/05/24 | 210313 | BALESTRA, NICHOLA | 10318 - BALESTRA | \$200.00 | 10318 - PPP - COTTAGE#1 |
| | | | Check Total | \$200.00 | |
| 08/05/24 | 210314 | BUSH, GWEN | 10206-1 - BUSH | \$50.00 | 10206-1 - PELLICER CC - CANCELLATION |
| | | | Check Total | \$50.00 | |
| 08/05/24 | 210315 | BUSH, GWEN | 10206-2 - BUSH | \$100.00 | 10206-2 - PELLICER CC - CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210316 | BUSH, GWEN | 10206-3 - BUSH | \$120.00 | 10206-3 - PELLICER CC - CANCELLATION |
| | | | Check Total | \$120.00 | |
| 08/05/24 | 210317 | CASTANEDA, ARIANNA | 9867 - CASTANEDA | \$100.00 | 9867 - CATTLEMAN'S HALL |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210318 | CONRAD, JENNIFER | 10395-1 - CONRAD | \$125.00 | 10395-1 - BC DOUBLE CHARGE - REFUND |
| | | | Check Total | \$125.00 | |
| 08/05/24 | 210319 | FLAGLER PALM COAST HIGH SCHOOL | 10431-1 - FPCHS | \$3.27 | 10431-1 - HERSCHEL KING PARK - PAVILION |
| | | | Check Total | \$3.27 | |
| 08/05/24 | 210320 | FLAGLER PALM COAST HIGH SCHOOL | 10431-2 - FPCHS | \$46.73 | 10431-2 - HERSCHEL KING PARK - PAVILION |
| | | | Check Total | \$46.73 | |
| 08/05/24 | 210321 | HEARD, DESTINEE | 10287 - HEARD | \$100.00 | 10287 - HAW CREEK CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210322 | JEAN PAQUIN | 10347-1 - PAQUIN | \$140.00 | 10347-1 - BC RV REFUND |
| | | | Check Total | \$140.00 | |
| 08/05/24 | 210323 | JETER, PEGGY | 9853 - JETER | \$100.00 | 9853 - HIDDEN TRAILS CC |
| | | | Check Total | \$100.00 | |

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

Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|------------------|-----------------------|---------------|--|
| 08/05/24 | 210324 | JETER, PEGGY | 9796 - JETER | \$100.00 | 9796 - HIDDEN TRAILS CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210325 | JETER, PEGGY | 10194 - JETER | \$100.00 | 10194 - HIDDEN TRAILS CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210326 | JETER, PEGGY | 10194-1 - JETER | \$7.85 | 10194-1 - HIDDEN TRAILS CC - TAX OVERPAY |
| | | | Check Total | \$7.85 | |
| 08/05/24 | 210327 | KNIGHT, DANIEL | 10223 - KNIGHT | \$200.00 | 10223 - PPP - COTTAGE#1 |
| | | | Check Total | \$200.00 | |
| 08/05/24 | 210328 | MOTSINGER, JODEE | 9365-1 - MOTSINGER | \$100.00 | 9365-1 - CATTLEMANS HALL - CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210329 | MOTSINGER, JODEE | 9365-2 - MOTSINGER | \$158.88 | 9365-2 - CATTLEMANS HALL - CANCELLATION |
| | | | Check Total | \$158.88 | |
| 08/05/24 | 210330 | MOTSINGER, JODEE | 9365-3 - MOTSINGER | \$11.12 | 9365-3 - CATTLEMANS HALL - CANCELLATION |
| | | | Check Total | \$11.12 | |
| 08/05/24 | 210331 | MOTSINGER, JODEE | 9365-4 - MOTSINGER | \$28.04 | 9365-4 - CATTLEMANS HALL - CANCELLATION |
| | | | Check Total | \$28.04 | |
| 08/05/24 | 210332 | MOTSINGER, JODEE | 9365-5 - MOTSINGER | \$1.96 | 9365-5 - CATTLEMANS HALL - CANCELLATION |
| | | | Check Total | \$1.96 | |
| 08/05/24 | 210333 | NGUYEN, PHONG | 10370 - NGUYEN | \$100.00 | 10370 - BAY DRIVE PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210334 | PEDRAZA, ALBA | 10176 - PEDRAZA | \$100.00 | 10176 - BAY DRIVE PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210335 | REDING, KIM | 10205 - REDING | \$100.00 | 10205 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210336 | RIDEMAN, SARAH | 9309 - RIDEMAN | \$200.00 | 9309 - PPP - COTTAGE#1 |
| | | | Check Total | \$200.00 | |
| 08/05/24 | 210337 | SOUZA, AMANDA | 10386 - SOUZA | \$100.00 | 10386 - PELLICER CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210338 | WIGGEN, TIFFANY | 7654 - WIGGEN | \$100.00 | 7654 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210339 | WIGGEN, TIFFANY | 7652 - WIGGEN | \$100.00 | 7652 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210340 | WIGGEN, TIFFANY | 7641 - WIGGEN | \$200.00 | 7641 - HAMMOCK PARK - PAVILION |
| | | | Check Total | \$200.00 | |

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

Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|---|----------------------|---------------|---|
| 08/05/24 | 210341 | RING POWER CORPORATION | 01PC9913311 | \$1,726.11 | EQUIPMENT PARTS & SERVICE - 9399 |
| 08/05/24 | 210341 | RING POWER CORPORATION | 01WR9889608 | \$5,481.33 | EQUIPMENT PARTS & SERVICE - 9399 |
| 08/05/24 | 210341 | RING POWER CORPORATION | 18PC9896170 | \$1,011.40 | EQUIPMENT PARTS & SERVICE - 8821 |
| 08/05/24 | 210341 | RING POWER CORPORATION | 18PC9904976 | \$210.14 | EQUIPMENT PARTS & SERVICE - 9400 |
| | | | Check Total | \$8,428.98 | |
| 08/05/24 | 210342 | SAFARI MICRO INC. | SM419158 | \$1,146.07 | NAS Pro Support 09/29/24 - 09/29/25 Court Innov |
| | | | Check Total | \$1,146.07 | |
| 08/05/24 | 210343 | SAMANTHA BRASHER | 02072024 | \$6,000.00 | 3D ANIMATION FOR ECO-DISCOVERY CENTER |
| | | | Check Total | \$6,000.00 | |
| 08/05/24 | 210344 | SEAN SPENCER MOYLAN | 2024 FACA ANNUAL CLE | \$176.55 | 2024 FACA ANNUAL CLE - TRAVEL & PER DIEM (MOYLAN) |
| | | | Check Total | \$176.55 | |
| 08/05/24 | 210345 | SECURITY 101 HOLDINGS, LLC | INV42061 | \$1,229.00 | Relocate Door & Reconfigure Sally Ports - FCSSO |
| | | | Check Total | \$1,229.00 | |
| 08/05/24 | 210346 | SMART - SAVING MISSING ANIMALS RESPONSE TEAM OF | 105 | \$1,000.00 | S.M.A.R.T. FOR CRUIS'N 4 PAWS COMMUNITY EVENT |
| | | | Check Total | \$1,000.00 | |
| 08/05/24 | 210347 | SOUTHEASTERN LAUNDRY EQUIPMENT SALES, LLC. | IN075952 | \$2,806.00 | Laundry Equipment Lease-6.30.24 |
| | | | Check Total | \$2,806.00 | |
| 08/05/24 | 210348 | ST JOHNS HOUSING PARTNERSHIP INC. | 8508-F | \$500.00 | HOME EVALUATION SERVICES- 15 ZOFFER |
| 08/05/24 | 210348 | ST JOHNS HOUSING PARTNERSHIP INC. | 8515-F | \$400.00 | SHIP INSPECTION - 5 ROGERS CT |
| | | | Check Total | \$900.00 | |
| 08/05/24 | 210349 | STATE OF FLORIDA | 2C-1992 | \$73.17 | BUNNELL PHONE CHARGES FOR STATE ATTORNEY- JUNE 2024 |
| | | | Check Total | \$73.17 | |
| 08/05/24 | 210350 | SUNOCO LP | 40767411 | \$22,617.74 | BULK FUEL |
| 08/05/24 | 210350 | SUNOCO LP | 40770386 | \$21,955.07 | BULK FUEL |
| | | | Check Total | \$44,572.81 | |
| 08/05/24 | 210351 | TEN-8 FIRE EQUIPMENT, INC | 1310047818 | \$1,147.32 | FIRE EQUIPMENT, SUPPLIES AND S |
| | | | Check Total | \$1,147.32 | |
| 08/05/24 | 210352 | TERRELL K. ARLINE, ATTORNEY AT LAW, CO. | 1595 | \$100.00 | LEGAL SERVICES 6.1.24-6.30.24 |
| | | | Check Total | \$100.00 | |
| 08/05/24 | 210353 | THE FIORENTINO GROUP LLC | 10019 | \$5,000.00 | STATE LOBBYIST SERVICES AUGUST 2024 |
| | | | Check Total | \$5,000.00 | |
| 08/05/24 | 210354 | THE GABOTON GROUP, LLC | 10-538 | \$3,500.00 | FEDERAL LOBBYIST SERVICES JULY 2024 |
| | | | Check Total | \$3,500.00 | |
| 08/05/24 | 210355 | THE WARE GROUP, LLC. | S013000880.001 | \$1,018.90 | HVAC SUPPLIES |

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Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|------------------------------------|-------------|---------------|--|
| | | | Check Total | \$1,018.90 | |
| 08/05/24 | 210356 | TNTSI INC | INV42096 | \$16,545.00 | PROPOSAL 166324 CONVERT HONEYWELL TO GENETEC ACCES |
| | | | Check Total | \$16,545.00 | |
| 08/05/24 | 210357 | TWC SERVICES, INC | 154452-7 | \$860.62 | INV#154452-7 - EOC - Kitchen PM - 7.11.24 |
| 08/05/24 | 210357 | TWC SERVICES, INC | 154776-9 | \$354.00 | INV#154776-9 - Inmate Facility - Kitchen PM |
| 08/05/24 | 210357 | TWC SERVICES, INC | 154777-8 | \$437.43 | INV#154777-8 - Civic Arena - Kitchen PM - 7.11.24 |
| 08/05/24 | 210357 | TWC SERVICES, INC | 154778-9 | \$243.02 | INV#154778-9 - Siegel Center - Kitchen PM |
| 08/05/24 | 210357 | TWC SERVICES, INC | 154782-7 | \$320.56 | INV#154782-7 - Church On Rock - Kitchen PM |
| | | | Check Total | \$2,215.63 | |
| 08/05/24 | 210358 | TYLER TECHNOLOGIES, INC | 045-463603 | \$7,737.00 | Energov Support Subscription 06.26.24 - 06.25.25 |
| 08/05/24 | 210358 | TYLER TECHNOLOGIES, INC | 045-468160 | (\$1,520.59) | CREDIT-TYLER CONTENT MNGR--ORIG INV #045-416478 |
| 08/05/24 | 210358 | TYLER TECHNOLOGIES, INC | 045-468161 | (\$1,421.11) | CREDIT-TYLER CONTENT MNGR-ORIG INV #045-374996 |
| 08/05/24 | 210358 | TYLER TECHNOLOGIES, INC | 045-474480 | (\$2,063.20) | CREDIT TO INVOICE # 045-463603 |
| 08/05/24 | 210358 | TYLER TECHNOLOGIES, INC | 045-476372 | \$16,753.97 | Tyler Open Finance Annual Fees (Prorated to Sync) |
| | | | Check Total | \$19,486.07 | |
| 08/05/24 | 210359 | KRONOS INCORPORATED | 12154169 | \$270.00 | Kronos Implementation - Fire Services |
| 08/05/24 | 210359 | KRONOS INCORPORATED | 12168467 | \$90.00 | Kronos Implementation - Fire Services |
| 08/05/24 | 210359 | KRONOS INCORPORATED | 12241298 | \$2,187.50 | Kronos Telestaff Fire Rescue 05.09.24 - 05.08.24 |
| | | | Check Total | \$2,547.50 | |
| 08/05/24 | 210360 | UNITED WAY OF VOLUSIA-FLAGLER, INC | 08022024 | \$1.00 | Payroll Run 1 - Warrant 240802 |
| | | | Check Total | \$1.00 | |
| 08/05/24 | 210361 | UNIVERSAL FUEL SERVICES, LLC | 0085315 | \$6,040.00 | ANNUAL FUEL MGMT - TANK CLEANING |
| | | | Check Total | \$6,040.00 | |
| 08/05/24 | 210362 | VILLAGE KEY AND ALARM | 410620 | \$170.00 | Inv#410620-Baptist Academy Repair-7.26.24 |
| | | | Check Total | \$170.00 | |
| 08/05/24 | 210363 | VIRTUAL HOMES REALTY | R001963 | \$1,650.00 | RENT ASSIST COLEMAN R001963 |
| | | | Check Total | \$1,650.00 | |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9097808167 | \$707.93 | FACILITIES MRO & INDUSTRIAL SU |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9187669404 | \$4,437.50 | DISASTER EQUIPMENT CART |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9187898367 | \$556.80 | DISASTER EQUIPMENT CORD PROTECTOR |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9189355838 | \$313.20 | DISASTER EQUIPMENT CORD PROTECTOR |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9191676288 | \$421.05 | DISASTER EQUIPMENT CART |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9195137683 | \$353.48 | FACILITIES MRO & INDUSTRIAL SU |
| 08/05/24 | 210364 | W.W. GRAINGER, INC | 9198044712 | \$86.20 | BROOM FOR STORAGE MAINTENANCE |
| | | | Check Total | \$6,876.16 | |

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

Invoices Processed for period 08/05/24 to 08/09/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|-------------------|----------------|--------------------------|---------------------|-----------------------|------------------------------|
| 08/05/24 | 210365 | WASTE PRO OF FLORIDA INC | Waste 8/1/24 | \$292,627.02 | July Residential Solid Waste |
| 08/05/24 | 210365 | WASTE PRO OF FLORIDA INC | Waste 8/1/24A | (\$20,483.89) | July Franchise Fee |
| | | | Check Total | \$272,143.13 | |
| | | | Report Total | \$1,938,274.74 | |

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

Invoices Processed for period 08/10/24 to 08/16/24

Item 06a(3)

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|--|-----------------------|---------------|---|
| 08/08/24 | 2001 | VERIFONE INC | 78432926 | \$126.75 | PAAS ALL IN ONE WITH HARDWARE, MONTHLY |
| | | | Check Total | \$126.75 | |
| 08/12/24 | 2007 | P&A ADMINISTRATIVE SERVICES, INC | 081024 | (\$125.80) | P&A Flexible Spending 8.10.24 |
| | | | Check Total | (\$125.80) | |
| 08/12/24 | 2008 | P&A ADMINISTRATIVE SERVICES, INC | 080924 | \$372.57 | P&A Flexible Spending 8.9.24 |
| | | | Check Total | \$372.57 | |
| 08/12/24 | 2009 | P&A ADMINISTRATIVE SERVICES, INC | 081124 | \$67.00 | P&A Flexible Spending 8.11.24 |
| | | | Check Total | \$67.00 | |
| 08/13/24 | 2010 | P&A ADMINISTRATIVE SERVICES, INC | 08.09.2024 Manual | \$235.24 | P&A Flexible Spending 08.06.2024 - 08.09.2024 |
| | | | Check Total | \$235.24 | |
| 08/13/24 | 2011 | P&A ADMINISTRATIVE SERVICES, INC | 081224 | \$189.92 | P&A Flexible Spending 8.12/24 |
| | | | Check Total | \$189.92 | |
| 08/14/24 | 2012 | EXPRESS TAX - TTL WIRE | 08162024 | \$123,498.76 | Payroll Run 1 - Warrant 240816 |
| | | | Check Total | \$123,498.76 | |
| 08/14/24 | 2013 | P&A ADMINISTRATIVE SERVICES, INC | 081324 | \$15.16 | P&A Flexible Spending 8.13.24 |
| | | | Check Total | \$15.16 | |
| 08/15/24 | 2014 | STATE OF FLORIDA | AIRPORT DOR 07/24 | \$5,127.05 | AIRPORT DOR JUL24 |
| | | | Check Total | \$5,127.05 | |
| 08/15/24 | 2015 | P&A ADMINISTRATIVE SERVICES, INC | 08.14.2024 | \$550.72 | P&A Flexible Spending 08.12.2024 - 08.13.2024 |
| | | | Check Total | \$550.72 | |
| 08/15/24 | 2016 | STATE OF FLORIDA | PARKS DOR 07/24 | \$543.99 | PARKS DOR JUL24 |
| | | | Check Total | \$543.99 | |
| 08/15/24 | 2017 | STATE OF FLORIDA | PRNC PL DOR 07/24 | \$452.78 | PRINCESS PLACE DOR JUL24 |
| | | | Check Total | \$452.78 | |
| 08/15/24 | 2018 | STATE OF FLORIDA | BULL CRK DOR 07/24 | \$189.52 | BULL CREEK DOR JULY24 |
| | | | Check Total | \$189.52 | |
| 08/15/24 | 2019 | STATE OF FLORIDA | BING'S DOR 07/24 | \$28.66 | BINGS DOR JUL24 |
| | | | Check Total | \$28.66 | |
| 08/15/24 | 2020 | STATE OF FLORIDA | LIBRARY DOR 07/24 | \$1.36 | LIBRARY DOR JUL24 |
| | | | Check Total | \$1.36 | |
| 08/16/24 | 2022 | NATIONWIDE RETIREMENT SOLUTIONS INC | 08162024 | \$9,149.65 | Payroll Run 1 - Warrant 240816 |
| | | | Check Total | \$9,149.65 | |

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

Invoices Processed for period 08/10/24 to 08/16/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|-----------------------------------|----------------------|---------------|--|
| 08/16/24 | 2023 | EXPERT PAY - CHILD SUPPORT WIRE | 08162024 | \$970.28 | Payroll Run 1 - Warrant 240816 |
| | | | Check Total | \$970.28 | |
| 08/12/24 | 210366 | A MOREA GROUP LLC | 6310 | \$15,350.58 | SHELL TO BE USED FOR ROAD MAIN |
| | | | Check Total | \$15,350.58 | |
| 08/12/24 | 210367 | AETNA | J1706118 | \$3,774.85 | August 2024 Vision Fees |
| | | | Check Total | \$3,774.85 | |
| 08/12/24 | 210368 | AETNA | J1706120 | \$356.57 | August 2024 Retiree Vision Fees |
| | | | Check Total | \$356.57 | |
| 08/12/24 | 210369 | AETNA BEHAVIORAL HEALTH LLC | E0324587 | \$451.20 | EMPLOYEE ASSISTANCE PROGRAM |
| | | | Check Total | \$451.20 | |
| 08/12/24 | 210370 | AIRBUS HELICOPTERS, INC. | 261374245 | \$324.17 | HELICOPTER PARTS |
| | | | Check Total | \$324.17 | |
| 08/12/24 | 210371 | AJAX BUILDING COMPANY, LLC | PAY APP 2P | \$24,197.00 | SOUTHERN LIBRARY - PRE-CONSTRUCTION FEES |
| | | | Check Total | \$24,197.00 | |
| 08/12/24 | 210372 | AMERICAN HEALTH ASSOCIATES, INC | RO MO12626 | \$22.67 | IHC - ELKINS RO MO12626 |
| | | | Check Total | \$22.67 | |
| 08/12/24 | 210373 | AMERICAN JANITORIAL, INC. | 27602 | \$48,347.57 | INV#27602 - July Monthly - 7.31.24 |
| | | | Check Total | \$48,347.57 | |
| 08/12/24 | 210374 | ARAMSCO, INC | S6540792.001 | \$3,193.50 | SIGN POSTS TO RESTOCK INVENTORY |
| | | | Check Total | \$3,193.50 | |
| 08/12/24 | 210375 | ARTHRITIS AUTOIMMUNE & ALLERGY | RO MO12636 | \$236.26 | IHC - [REDACTED] RO MO12636 |
| | | | Check Total | \$236.26 | |
| 08/12/24 | 210376 | ATLANTIC ECOLOGICAL SERVICES, LLC | AES 21.123.002GTM | \$32,800.00 | PHASE 2 - GT RELOCATION AT PRINCESS PLACE PRESERVE |
| | | | Check Total | \$32,800.00 | |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019009655 | \$70.82 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019009656 | \$21.93 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019009657 | \$24.33 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019011667 | \$251.57 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019011668 | \$90.22 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019022631 | \$77.45 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | 5019034139 | \$60.99 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | H69746170 | \$131.16 | VARIOUS LIBRARY MATERIALS & CATALOG SUBSCRIPT SVC |

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

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| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|--------------------------------|---------------------|---------------|---|
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | H69751290 | \$79.45 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | H69757300 | \$109.44 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | h69763520 | \$27.74 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| 08/12/24 | 210377 | BAKER & TAYLOR, INC | H69765220 | \$105.69 | VARIOUS LIBRARY MATERIALS & CATOLOG SUBSCRIPT SVC |
| | | | Check Total | \$1,050.79 | |
| 08/12/24 | 210378 | BLACKSTONE PUBLISHING | 2163392 | \$89.89 | PURCHASE AUDIO BOOKS AND CD REPLACEMENTS |
| | | | Check Total | \$89.89 | |
| 08/12/24 | 210379 | BORLAND-GROOVER CLINIC PA | RO MO12656 | \$276.48 | IHC - [REDACTED] RO MO12656 |
| | | | Check Total | \$276.48 | |
| 08/12/24 | 210380 | BOULEVARD TIRE CENTER | 5-186206 | \$3,215.12 | TIRE SERVICE & REPAIRS - 890 |
| | | | Check Total | \$3,215.12 | |
| 08/12/24 | 210381 | BUNNELL PHARMACY, INC | RO MO12623 | \$38.82 | IHC - [REDACTED] RO MO12623 |
| 08/12/24 | 210381 | BUNNELL PHARMACY, INC | RO MO12641 | \$79.68 | IHC - [REDACTED] RO MO12641 |
| 08/12/24 | 210381 | BUNNELL PHARMACY, INC | RO MO12648 | \$63.36 | IHC - [REDACTED] RO MO12648 |
| 08/12/24 | 210381 | BUNNELL PHARMACY, INC | RO MO12652 | \$21.20 | IHC - [REDACTED] RO MO12652 |
| 08/12/24 | 210381 | BUNNELL PHARMACY, INC | RO MO12653 | \$18.35 | IHC - [REDACTED] RO MO12653 |
| | | | Check Total | \$221.41 | |
| 08/12/24 | 210382 | CARRIER CORPORATION | 90385728 | \$300.55 | INV#90385728 - Sheriff Ops - Chiller Maintenance |
| 08/12/24 | 210382 | CARRIER CORPORATION | 90385729 | \$95.88 | INV#90385729 - Sheriff Ops - Pump Maintenance |
| 08/12/24 | 210382 | CARRIER CORPORATION | 90385730 | \$149.10 | INV#90385730 - Justice Center - Liebert Maintenanc |
| 08/12/24 | 210382 | CARRIER CORPORATION | 90385731 | \$125.28 | INV#90385731 - Sheriff Ops - CyberAir Maintenance |
| | | | Check Total | \$670.81 | |
| 08/12/24 | 210383 | CDW GOVERNMENT LLC | SP13917 | \$320.00 | 2 - HP P27 Monitors |
| | | | Check Total | \$320.00 | |
| 08/12/24 | 210384 | CENGAGE LEARNING INC. | 84590317 | \$24.80 | ANNUAL RENEWAL-ONLINE DATABASES & LARGE PRINT BOOK |
| 08/12/24 | 210384 | CENGAGE LEARNING INC. | 84590673 | \$105.60 | ANNUAL RENEWAL-ONLINE DATABASES & LARGE PRINT BOOK |
| | | | Check Total | \$130.40 | |
| 08/12/24 | 210385 | CENTRAL HYDRAULICS INC | 30015827 | \$579.28 | HYDRAULIC SYSTEM REPAIRS - 10581 |
| | | | Check Total | \$579.28 | |
| 08/12/24 | 210386 | CHARTER COMMUNICATIONS | CHTR59437 | \$219,424.00 | BROADBAND INFRASTRUCTURE GRANT - ARPA |
| | | | Check Total | \$219,424.00 | |
| 08/12/24 | 210387 | CHURCH ON THE ROCK, PALM COAST | CHURCH RENT 0924 | \$3,600.00 | CHURCH RENT-CONGREGATE MEALS SEPTEMBER 2024 |

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| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|-----------------------|-----------------|---------------|--|
| | | | Check Total | \$3,600.00 | |
| 08/12/24 | 210388 | CINTAS CORPORATION | 4200924969 | \$9.32 | Inv#4200924969-Lanfill-8.5.24 |
| 08/12/24 | 210388 | CINTAS CORPORATION | 4200925108 | \$40.72 | Inv#4200925108-Shop Towel-8.5.24 |
| 08/12/24 | 210388 | CINTAS CORPORATION | 4200925165 | \$10.07 | Inv#4200925165-Purchasing-8.5.24 |
| 08/12/24 | 210388 | CINTAS CORPORATION | 4200925315 | \$116.83 | Uniform Rentals-PUBLIC WORKS |
| | | | Check Total | \$176.94 | |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-0250-01 0724 | \$997.67 | COURTHOUSE BLDG#1 - 1769 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-0260-01 0724 | \$1,081.55 | GSB BLDG#2 - 1769 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-0280-01 0724 | \$257.43 | HEALTH CLINIC BLDG#4 -1769 E MOODY-5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-0290-01 0724 | \$603.67 | GS BLDG#5 - 1769 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-0300-01 0724 | \$4,608.28 | ENERGY PLANT #6A - 1769 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-0310-01 0724 | \$87.30 | ENERGY PLANT #6B - 1769 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-3930-04 0624 | \$242.50 | 4601 E MOODY BLVD F1 5.31.24-6.30.24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 01-5250-02 0724 | \$258.50 | LAND MGNT - 1790 OLD MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 02-1950-01 0724 | \$374.65 | HOLDEN HOUSE - 206 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 03-3500-01 0724 | \$290.99 | CATTLEMANS HALL - 160 SAWGRASS - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 03-3520-01 0724 | \$291.88 | 150 SAWGRASS ROAD 05.31.2024 - 06.30.2024 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 03-3540-01 0724 | \$277.72 | ARENA RESTROOMS - 160 SAWGRASS - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 03-3560-01 0724 | \$263.47 | FAIRGROUNDS RESTROOM-160 SAWGRASS-5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 03-3571-00 0724 | \$235.07 | FCRA BALL FIELDS - 650 CR 13 - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 03-3572-00 0724 | \$87.88 | LUMBER BARN - 650 CR 13 - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 04-1090-01 0724 | \$323.08 | CARVER GYM - 201 E DRAIN - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 04-1180-01 0724 | \$255.71 | CARVER RESTROOMS - 201 E DRAIN - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 04-2400-02 0724 | \$364.66 | SMA HEALTHCARE - 103 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | 04-2410-01 0724 | \$247.25 | SALLY'S SAFE HAVEN - 106 E MOODY - 5/31/24-6/30/24 |
| 08/12/24 | 210389 | CITY OF BUNNELL | RO U003814 | \$108.10 | CITY OF BUNNELL WILLIAMSON RO U003814 |
| | | | Check Total | \$11,257.36 | |
| 08/12/24 | 210390 | CITY OF BUNNELL | 03-3550-01 0724 | \$87.30 | LIFT STATION - 160 SAWGRASS - 5/31/24-6/30/24 |
| | | | Check Total | \$87.30 | |
| 08/12/24 | 210391 | CITY OF FLAGLER BEACH | 02009 0724 | \$274.20 | MOODY BOAT LAUNCH - 825 MOODY - 6/13/24-7/12/24 |
| 08/12/24 | 210391 | CITY OF FLAGLER BEACH | 02010 0724 | \$139.76 | BETTY STEFLIK - 815 MOODY - 6/13/24-7/12/24 |

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

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|------------|---------|--|----------------------|---------------|---|
| | | | Check Total | \$413.96 | |
| 08/12/24 | 210392 | CITY OF FLAGLER BEACH | 0000004396 | \$550.53 | FUEL USAGE 07.2024 |
| | | | Check Total | \$550.53 | |
| 08/12/24 | 210393 | CITY OF PALM COAST | RO U003816 | \$300.00 | PCW ASSIST MCGUFFIN BILL#21282249 |
| | | | Check Total | \$300.00 | |
| 08/12/24 | 210394 | CONNECTWISE, LLC (F/K/A CONTINUUM PARENT, LLC) | INV01180270 | \$2,570.41 | IT SUPPORT DESK SOFTWARE AUG 2024 |
| | | | Check Total | \$2,570.41 | |
| 08/12/24 | 210395 | CROWN CASTLE FIBER LLC | 1622348 | \$1,446.75 | MONTHLY INTERNET CHARGES FOR STATE ATTORNEY |
| | | | Check Total | \$1,446.75 | |
| 08/12/24 | 210396 | DUNES COMM DEV DISTRICT | 002-0007-02 0724 | \$280.77 | OLD SALT PARK - 200 16TH RD - 6/7/24-7/8/24 |
| 08/12/24 | 210396 | DUNES COMM DEV DISTRICT | 002-0039-00 0724 | \$179.09 | JUNGLE HUT PARK - 125 JUNGLE HUT - 6/7/24-7/8/24 |
| | | | Check Total | \$459.86 | |
| 08/12/24 | 210397 | EMPIRE COMPUTING & CONSULTING, INC. | 13957 | \$60.00 | EQUIPMENT MAINTENANCE FOR STATE ATTORNEY-AUG 2024 |
| | | | Check Total | \$60.00 | |
| 08/12/24 | 210398 | FEDERAL EXPRESS CORPORATION | 8-576-48030 | \$17.30 | OVERNIGHT SHIPPING |
| | | | Check Total | \$17.30 | |
| 08/12/24 | 210399 | FLAGLER BABE RUTH BASEBALL | 2024-20 | \$3,000.00 | DISC GRANT UMPIRE HOTEL STAYS AND GAME FEE |
| | | | Check Total | \$3,000.00 | |
| 08/12/24 | 210400 | FLAGLER CARES, INC. | CJMHPA Q11FY24 FCARE | \$10,360.07 | REIMB OF CJMHPA GRANT Q10 APR-JUNE 2024 |
| | | | Check Total | \$10,360.07 | |
| 08/12/24 | 210401 | FLAGLER CO CLERK OF CIRCUIT COURT & | 080924 | \$18.00 | Payroll Run 1 - Warrant 240809 |
| 08/12/24 | 210401 | FLAGLER CO CLERK OF CIRCUIT COURT & | POSTAGE 0724 | \$277.42 | POSTAGE - JULY 2024 |
| | | | Check Total | \$295.42 | |
| 08/12/24 | 210402 | FLAGLER CO SHERIFF OFFICE | CJMHPA Q11FY24 FCSO | \$45,986.08 | REIMB OF CJMHPA GRANT Q11 APR-JUNE 2024 |
| | | | Check Total | \$45,986.08 | |
| 08/12/24 | 210403 | FLAGLER CO SUPERVISOR OF ELECTIONS | FY24 #11 | \$183,880.29 | FY24 #11 AUGUST |
| | | | Check Total | \$183,880.29 | |
| 08/12/24 | 210404 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 080924 | \$15,998.98 | Payroll Run 1 - Warrant 240809 |
| | | | Check Total | \$15,998.98 | |

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|------------|---------|--|---------------------|---------------|---|
| 08/12/24 | 210405 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 6821 | \$1,764.73 | FIRE FLIGHT HANGAR RENT |
| 08/12/24 | 210405 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 6822 | \$372.74 | WATER / SEWER 06/24 |
| 08/12/24 | 210405 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 7373 | \$1,764.73 | FIRE FLIGHT HANGAR RENT |
| 08/12/24 | 210405 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 7391 | \$4,166.66 | MONTHLY RENT AND CAM CHARGES |
| 08/12/24 | 210405 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 7548 | \$17,762.32 | JET FUEL FEB 24 - JUL 24 |
| | | | Check Total | \$25,831.18 | |
| 08/12/24 | 210406 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 0809.24 | \$490.89 | Payroll Run 1 - Warrant 240809 |
| | | | Check Total | \$490.89 | |
| 08/12/24 | 210407 | FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | 08.0924 | \$2,116.50 | Payroll Run 1 - Warrant 240809 |
| | | | Check Total | \$2,116.50 | |
| 08/12/24 | 210408 | FLAGLER COUNTY PUBLIC SCHOOL DISTRICT | CJMHTSA Q11FY24 FCS | \$38,202.46 | REIMB OF CJMHTSA GRANT Q11 APR-JUNE 2024 |
| | | | Check Total | \$38,202.46 | |
| 08/12/24 | 210409 | FLAGLER VOLUNTEER SERVICES, INC. | FVS 0724 | \$1,000.00 | EMERGENCY & DISASTER VOLUNTEER- JULY 2024 |
| | | | Check Total | \$1,000.00 | |
| 08/12/24 | 210410 | FLORIDA COMBINED LIFE | August 2024 Dental | \$2,360.75 | August 2024 Dental Admin Fees |
| | | | Check Total | \$2,360.75 | |
| 08/12/24 | 210411 | FLORIDA DRUG TESTING INC. | ADC 0724 | \$2,689.00 | DRUG SCREENING SERVICES-ADC-JULY 2024 |
| 08/12/24 | 210411 | FLORIDA DRUG TESTING INC. | PT 0724 | \$735.00 | DRUG SCREENING SERVICES-PRETRIAL JULY 2024 |
| | | | Check Total | \$3,424.00 | |
| 08/12/24 | 210412 | FLORIDA GOVERNMENT UTILITY AUTHORITY | 40010032 0724 | \$549.00 | OLD DIXIE PARK - 1250 S OLD DIXIE - 6/6/24-7/8/24 |
| 08/12/24 | 210412 | FLORIDA GOVERNMENT UTILITY AUTHORITY | 40010038 0724 | \$355.10 | VARN PARK - 3665 NOSB - 6/17/24-7/17/24 |
| | | | Check Total | \$904.10 | |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 03915-09833 0624-1 | \$108.71 | 41 OLD MOODY BLVD #BLUET-HGRSEAS 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 13295-01892 0624 | \$496.98 | 201 AIRPORT RD #HGRB 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 14382-81592 0724 | \$380.76 | 120 AIRPORT RD 7.5.24 - 8.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 15898-02519 0824 | \$1,083.10 | 150 SAWGRASS ROAD 07.03.2024 - 08.02.2024 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 17227-13276 0624 | \$651.30 | 201 AIRPORT RD # VAULT 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 31022-57114 0724 | \$519.38 | 1001 Justice Ln Tower July |

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|------------|---------|-------------------------------|------------------------|---------------|--|
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 39389-61087 07.2024 | \$696.55 | 5593 N OCEAN SHORE 06.28.24-07.30.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 39675-97109 0624 | \$183.89 | 201 AIRPORT RD #LIGHTPOLES 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 41445-07755 07.2024 | \$249.65 | 1 RIMA RIDGE 06.25.24-07.25.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 59130-88497 07/24 | \$246.47 | 170 AVIAATION DR 07.05.24-08.05.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 61389-02967 07.2024 | \$460.04 | 99 E CR 2006 FRNT 07.03.24-08.02.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 70274-65041 06/24 | \$662.54 | 130 AIRPORT RD 06.05.24-07.05.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 70274-65041 07/24 | \$671.87 | 130 AIRPORT RD 07.05.24-08.05.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 77253-47111 0824 | \$156.48 | 1769 E Moody Tower July |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 78966-77429 0624 | \$149.03 | 201 AIRPORT RD # ES1000S 100 N 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 88277-77288 0724 | \$433.30 | 1250 Old Dixie Tower July |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 90268-02992 07.2024 | \$390.74 | 3055 CR 13 SEC 07.03.24-08.02.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 94625-21015 0624 | \$748.55 | 1050 AVIATION DR #ATCT 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 96476-02979 0624 | \$218.41 | 201 AIRPORT RD # STREETLIGHT 6.5.24-7.5.24 |
| 08/12/24 | 210413 | FLORIDA POWER & LIGHT COMPANY | 99642-72463 0624 | \$113.98 | 204 TAXIWAY A #H 6.4.24-7.3.24 |
| | | | Check Total | \$8,621.73 | |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 03925-07869 0624- 1 | \$89.51 | 41 OLD MOODY BLVD #BLUET-HGRSW 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 10105-51479 0624- 1 | \$73.99 | 201 AIRPORT RD #ES 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 13195-06828 0624 | \$37.34 | 201 AIRPORT RD #FUEL FARM 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 32986-21099 07.2024 | \$25.66 | 3055 CR 13 SS 07.03.24-08.02.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 36350-83011 0624 | \$25.66 | 5885 E HIGHWAY 100#GATE 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 42724-62468 0624 | \$88.02 | 200 TAXIWAY A#F 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 45806-91493 0624 | \$29.34 | 201 AIRPORT RD # ENTRANCESIGN 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 46026-27020 0624 | \$59.65 | 133 OLD MOODY BLVD 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 74259-57136 0624 | \$39.54 | 131 AIRPORT RD #LIFT STATION 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 75853-68025 0624 | \$64.82 | 153 OLD MOODY BLVD 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 85019-62461 0624 | \$80.68 | 202 TAXIWAY A #G 6.5.24-7.5.24 |
| 08/12/24 | 210414 | FLORIDA POWER & LIGHT COMPANY | 86702-35418 0624 | \$62.17 | 41 OLD MOODY BLVD #BEIGET-HGRS 6.5.24-7.5.24 |
| | | | Check Total | \$676.38 | |
| 08/12/24 | 210415 | FORNELL ENTERPRISES INC. | 1022031 | \$149.31 | OIL FOR RESALE |
| 08/12/24 | 210415 | FORNELL ENTERPRISES INC. | 1022179 | \$233.55 | OIL FOR RESALE |
| | | | Check Total | \$382.86 | |

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|------------|---------|--|----------------------|---------------|--|
| 08/12/24 | 210416 | GANNETT MEDIA CORP | 0005914107 | \$1,004.29 | ORD# 9209247/9209260/9310101/9310123 9.1-9.30.23 |
| 08/12/24 | 210416 | GANNETT MEDIA CORP | 0005994501 | \$226.94 | ORD# 9431354/9431380/9431626/9431687/943170 OCT23 |
| 08/12/24 | 210416 | GANNETT MEDIA CORP | 0006206887 | \$304.82 | ORD# 9752154 1.1.24-1.31.24 |
| 08/12/24 | 210416 | GANNETT MEDIA CORP | 0006273835 | \$280.10 | ORD# 9752154 2.1.24-2.29.24 |
| | | | Check Total | \$1,816.15 | |
| 08/12/24 | 210417 | H.R. LEWIS PETROLEUM CO. | 348426 | \$1,866.87 | OIL AND GREASE |
| | | | Check Total | \$1,866.87 | |
| 08/12/24 | 210418 | HALIFAX HOSPITAL MEDICAL CENTER | CJMHPA Q11FY24 HH | \$17,500.00 | REIMB OF CJMHPA GRANT Q11 APR-JUNE 2024 |
| | | | Check Total | \$17,500.00 | |
| 08/12/24 | 210419 | INSPIRE PLACEMAKING COLLECTIVE INC. | 2300810 | \$26,024.14 | 23-001P - COMPREHENSIVE PLAN UPDATE THRU 7.27.24 |
| | | | Check Total | \$26,024.14 | |
| 08/12/24 | 210420 | JERRY SMITH | TR 08/07/2024 | \$375.00 | ENGL 102 ENGLISH COMPREHENSION |
| | | | Check Total | \$375.00 | |
| 08/12/24 | 210421 | KARL N. FLAGG SERENITY MEMORIAL | TRANSPORT 0724 | \$6,300.00 | TRANSPORTATION OF CADAVER SERVICE- JULY 2024 |
| | | | Check Total | \$6,300.00 | |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390767 | \$80.00 | INV#390767 - Lake Diston - 7.28.24 |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390768 | \$80.00 | INV#390768 - Graham Swamp - 7.28.24 |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390769 | \$80.00 | INV#390769 - Hammock - 7.28.24 |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390770 | \$480.00 | INV#390770 - Princess Place - 7.28.24 |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390771 | \$140.00 | INV#390771 - River to Sea - 7.28.24 |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390772 | \$80.00 | Portable Restroom/Sink Rentals-BIG RED BARN |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390773 | \$80.00 | INV#390773 - Shell Bluff - 7.28.24 |
| 08/12/24 | 210422 | KNIGHT JON BOY INC | 390774 | \$440.00 | INV#390774 - Jungle Hut - 7.28.24 |
| | | | Check Total | \$1,460.00 | |
| 08/12/24 | 210423 | KYOCERA DOCUMENT SOLUTIONS AMERICA. INC | 55V1391621 | \$80.92 | MAINTENANCE OF EQUIPMENT (PRINTERS AND FAX) |
| | | | Check Total | \$80.92 | |
| 08/12/24 | 210424 | LABORATORY CORPORATION OF AMERICA | RO MO12655 | \$18.15 | IHC - [REDACTED] RO MO12655 |
| | | | Check Total | \$18.15 | |
| 08/12/24 | 210425 | LEVEL 3 COMMUNICATIONS LLC | 700220959 | \$1,989.38 | VPN Aug 2024 Courts |
| | | | Check Total | \$1,989.38 | |
| 08/12/24 | 210426 | RELX INC. | 3095253361 | \$756.00 | RENEWAL ENHANCED ACCESS AGRMT 7.1.24-7.31.24 |
| | | | Check Total | \$756.00 | |

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| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|------------|---------|------------------------------------|-------------|---------------|---|
| 08/12/24 | 210427 | LOWE'S HOME CENTERS, LLC | 93558 | \$32,221.00 | RALIEGH SHELTER-BINGS LANDING |
| | | | Check Total | \$32,221.00 | |
| 08/12/24 | 210428 | MASSEY SERVICES INC | 60488386 | \$50.00 | INV#60488386 - Guana Tolomato - Rodent Exclusion |
| 08/12/24 | 210428 | MASSEY SERVICES INC | 61759500 | \$10.00 | INV#61759500 - Malacompra - Rodent Exclusion |
| 08/12/24 | 210428 | MASSEY SERVICES INC | 61759566 | \$10.00 | INV#61759566 - Jungle Hut - Rodent Exclusion |
| 08/12/24 | 210428 | MASSEY SERVICES INC | 61759641 | \$10.00 | INV#61759641 - Bay Drive - Rodent Exclusion |
| | | | Check Total | \$80.00 | |
| 08/12/24 | 210429 | MIDWEST TAPE, LLC | 505843329 | \$2,519.07 | RENEW DIGITAL MATERIALS ACCESS SUBSCRIPTION JULY24 |
| | | | Check Total | \$2,519.07 | |
| 08/12/24 | 210430 | MUNICIPAL EMERGENCY SERVICES, INC. | IN2093584 | \$1,435.70 | FIRE EQUIPMENT, SUPPLIES AND S |
| | | | Check Total | \$1,435.70 | |
| 08/12/24 | 210431 | NAFECO | 1290949 | \$127.50 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290956 | \$94.06 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290975 | \$181.86 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290978 | \$224.80 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290979 | \$189.18 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290980 | \$189.18 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290981 | \$189.18 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290982 | \$181.86 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290983 | \$189.18 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1290984 | \$189.18 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1291013 | \$180.00 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210431 | NAFECO | 1291017 | \$14.50 | FIRE EQUIPMENT, SUPPLIES AND S |
| | | | Check Total | \$1,950.48 | |
| 08/12/24 | 210432 | PALM BREEZE PARTNERS, LTD | R001962 | \$1,290.19 | RENT ASSIST ANDERSON-DRUMMER R001962 |
| | | | Check Total | \$1,290.19 | |
| 08/12/24 | 210433 | ALS PALM COAST LLC | 1312 | \$672.00 | PRINCESS PL COTTAGES LAUNDRY - 07.2024 |
| | | | Check Total | \$672.00 | |
| 08/12/24 | 210434 | PALM COAST OBSERVER LLC | 24-00274F | \$75.00 | NOTICE OF ADOPTION OF PLANNED UNIT DEVELOPMENT |
| 08/12/24 | 210434 | PALM COAST OBSERVER LLC | 24-00302F | \$95.00 | ADVERTISEMENT FOR RSQ 24-045Q |
| 08/12/24 | 210434 | PALM COAST OBSERVER LLC | 24-00303F | \$80.00 | ADVERTISEMENT FOR RSQ 24-042Q |
| 08/12/24 | 210434 | PALM COAST OBSERVER LLC | 24-00304F | \$70.00 | ADVERTISEMENT FOR RSQ 24-050Q |
| | | | Check Total | \$320.00 | |
| 08/12/24 | 210435 | PALM COAST SIGNS & GRAPHICS INC | 24-1239 | \$625.00 | ECO DISCOVERY |
| | | | Check Total | \$625.00 | |

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|------------|---------|----------------------------|-----------------------|---------------|--|
| 08/12/24 | 210436 | PALM LANDING DENTAL LLC | INMATE BP 07.23.24 | \$411.30 | INMATE DENTAL BP 7.23.24 |
| 08/12/24 | 210436 | PALM LANDING DENTAL LLC | INMATE PM 07.24.24 | \$710.10 | INMATE DENTAL PM 7.24.24 |
| | | | Check Total | \$1,121.40 | |
| 08/12/24 | 210437 | PIONEER ATHLETICS | INV211136 | \$4,973.53 | FCRA & WADSWORTH - GAME DAY SPRAY PAINT |
| | | | Check Total | \$4,973.53 | |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103408 | \$73.18 | INMATE MEDICAL SB 9.16.23 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103409 | \$22.11 | INMATE MEDICAL MI 10.28.23 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103410 | \$98.52 | INMATE MEDICAL CK 2.7.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103411 | \$783.14 | INMATE MEDICAL JB 9.1.23 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103435 | \$2,015.33 | INMATE MEDICAL ED 4.10.24, 4.11.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103436 | \$278.75 | INMATE MEDICAL RG 2.2.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103437 | \$684.54 | INMATE MEDICAL MM 4.5.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103438 | \$1,270.20 | INMATE MEDICAL CS 4.23.24, 5.10.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103439 | \$1,908.66 | INMATE MEDICAL RU 4.20.24, 4.27.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103440 | \$680.80 | INMATE MEDICAL CH 4.25.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103443 | \$4,113.79 | INMATE MEDICAL DD 5.17.24 - 5.29.24 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103445 | \$1,361.60 | INMATE MEDICAL AR 9.6.22 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103516 | \$4,704.08 | INMATE MEDICAL JW 11.21.23 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103517 | \$5,740.36 | INMATE MEDICAL JS 11.16.23 |
| 08/12/24 | 210438 | PRIME HEALTH SERVICES, INC | 103518 | \$1,268.59 | INMATE MEDICAL DD 5.22.24 - 5.27.24 |
| | | | Check Total | \$25,003.65 | |
| 08/12/24 | 210439 | ADAMS, MICHELLE | 10421 - ADAMS | \$200.00 | 10421 - PPP - COTTAGE#3 |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210440 | BENTZONI, BRITTANY | 10518-2 - BENTZONI | \$100.00 | 10518-2 - BETTY STEFLIK-PAV-CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210441 | BENTZONI, BRITTANY | 10518-1 - BENTZONI | \$50.00 | 10518-1 - BETTY STEFLIK-PAV-CANCELLATION |
| | | | Check Total | \$50.00 | |
| 08/12/24 | 210442 | BUCKNER, MARY | 10412 - BUCKNER | \$100.00 | 10412 - HERSCHEL KING PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210443 | BURBAGE, THERESA | 10236 - BURBAGE | \$200.00 | 10236 - PPP - COTTAGE#3 |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210444 | CASTANEDA, ARIANNA | 9772 - CASTANEDA | \$100.00 | 9772 - CATTLEMAN'S HALL |
| | | | Check Total | \$100.00 | |

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|------------|---------|--|-------------------------|---------------|--|
| 08/12/24 | 210445 | CASTANEDA, ARIANNA | 10467 - CASTANEDA | \$100.00 | 10467 - CATTLEMAN'S HALL |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210446 | CELENZA, AMBER | 10329 - CELENZA | \$100.00 | 10329 - HAW CREEK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210447 | CLINE, CARLA | 9585 - CLINE | \$100.00 | 9585 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210448 | DUBOSE, CARLA | 10415 - DUBOSE | \$100.00 | 10415 - BAY DRIVE PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210449 | FLAGLER PALM COAST RADIO CLUB | 10325-1-PC RADIO CLU | \$100.00 | 10325-1 - HAMMOCK CC - CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210450 | FRIENDS OF GTMNERR | 9679 - GTMNERR | \$210.00 | 9679 - PPP - COTTAGE#1, 2 & 3 |
| | | | Check Total | \$210.00 | |
| 08/12/24 | 210451 | GEISEL, VIKKI | 10007 - GEISEL | \$100.00 | 10007 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210452 | GREBNEV, ALEKSEI | 10092 - GREBNEV | \$100.00 | 10092 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210453 | GREENE, DEBBIE | 7759 - GREENE | \$100.00 | 7759 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210454 | GRENADIAN ASSOCIATION OF PALM COAST | 7728 - GRENADIAN PC | \$100.00 | 7728 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210455 | HAMMOCK COMMUNITY ASSOCIATION | 10303 - HCA | \$100.00 | 10303 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210456 | HARRIS, ANGELA | 10392 - HARRIS | \$100.00 | 10392 - ESPANOLA CC - CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210457 | HIGDON, TAYLOR | 9811-1 - HIGDON | \$100.00 | 9811-1 - PPP - PAVILION - CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210458 | HIGDON, TAYLOR | 9811-2 - HIGDON | \$105.00 | 9811-2 - PPP - PAVILION - CANCELLATION |
| | | | Check Total | \$105.00 | |
| 08/12/24 | 210459 | HILL, ROBIN | 10049 - HILL | \$100.00 | 10049 - HAMMOCK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210460 | KNEHANS, AVERY | 9950 - KNEHANS | \$100.00 | 9950 - PPP - OPEN FIELD |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210461 | LISENBY, DAWN | 9976 - LISENBY | \$200.00 | 9976 - RIVER TO SEA - W PAV & TRAILS |
| | | | Check Total | \$200.00 | |

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|------------|---------|----------------------|-------------------------|---------------|--|
| 08/12/24 | 210462 | MAZZARELLA, TERESA | 10388-1 - MAZZARELLA | \$30.00 | 10388-1-BAY DR PARK-PAVILION-CANCELLATIO |
| | | | Check Total | \$30.00 | |
| 08/12/24 | 210463 | MAZZARELLA, TERESA | 10388-2 - MAZZARELLA | \$100.00 | 10388-2-BAY DR PARK-PAVILION-CANCELLATIO |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210464 | NANCY OLOUGHLIN | 9334 - OLOUGHLIN | \$60.00 | 9334 - PPP CAMPING - CANCELLATION |
| | | | Check Total | \$60.00 | |
| 08/12/24 | 210465 | NEW LEAF COMMUNITIES | 10372 - NEW LEAF | \$200.00 | 10372 - CATTLEMAN'S HALL |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210466 | POPAS, ANATOLIE | 10062 - POPAS | \$100.00 | 10062 - BAY DRIVE PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210467 | ROBERTS, JOHNATHON | 10134 - ROBERTS | \$200.00 | 10134 - PPP - COTTAGE#2 |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210468 | ROLAND, CARLY | 9489-1 - ROLAND | \$200.00 | 9489-1 - PPP-COTTAGE#1 & 2-CANCELLATION |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210469 | ROLAND, CARLY | 9489-2 - ROLAND | \$200.00 | 9489-2 - PPP-COTTAGE#1 & 2-CANCELLATION |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210470 | ROLAND, CARLY | 9489-3 - ROLAND | \$892.86 | 9489-3 - PPP-COTTAGE#1 & 2-CANCELLATION |
| | | | Check Total | \$892.86 | |
| 08/12/24 | 210471 | ROLAND, CARLY | 9489-4 - ROLAND | \$107.14 | 9489-4 - PPP-COTTAGE#1 & 2-CANCELLATION |
| | | | Check Total | \$107.14 | |
| 08/12/24 | 210472 | ROPICKI, JESSICA | 9005 - ROPICKI | \$600.00 | 9005 - PPP - COTTAGE# 1, 2 & 3 |
| | | | Check Total | \$600.00 | |
| 08/12/24 | 210473 | SANCHEZ, ROBIN | 9845 - SANCHEZ | \$100.00 | 9845 - HAW CREEK CC |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210474 | SEIFERHELD, DENNIS | 10371 - SEIFERHELD | \$100.00 | 10371 - BAY DRIVE PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210475 | SHTUMPF, ANDRIY | 10509-1 - SHTUMPF | \$180.00 | 10509-1 - BAY DR PARK - DOUBLE CHARGE |
| | | | Check Total | \$180.00 | |
| 08/12/24 | 210476 | SIMMONS, KATIE | 9586 - SIMMONS | \$100.00 | 9586 - PPP - OPEN FIELD - CANCELLATION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210477 | VINCENT'S CLUBHOUSE | 10338-VINCENTS CLUB | \$200.00 | 10338 - CATTLEMAN'S HALL |
| | | | Check Total | \$200.00 | |

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|------------|---------|------------------------|-----------------|---------------|---|
| 08/12/24 | 210478 | VINCENT, CHARLENE | 10385 - VINCENT | \$200.00 | 10385 - PPP - COTTAGE#2 |
| | | | Check Total | \$200.00 | |
| 08/12/24 | 210479 | ZNASCKO, MICHAEL | 10202 - ZNASCKO | \$100.00 | 10202 - BAY DRIVE PARK - PAVILION |
| | | | Check Total | \$100.00 | |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9791057 | \$823.17 | INV#18WE9791057 - Station 92 - Annual Generator In |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9794664 | \$902.61 | INV#18WE9794664 - Espanola CC - Annual Gen Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9794666 | \$902.61 | INV#18WE9794666 - Station 51 - Annual Gen Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9794668 | \$902.61 | INV#18WE9794668 - Haw Creek CC - Annual Gen Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9794670 | \$823.17 | INV#18WE9794670 - Cody's Corner Tower - Annual Gen |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9801773 | \$902.61 | INV#18WE9801773 - Station 41 - Annual Generator In |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9802852 | \$823.17 | INV#18WE9802852 - Energy Plant Tower - Annual Gen |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9802854 | \$902.61 | INV#18WE9802854 - Station 62 - Annual Gen Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9802857 | \$1,275.12 | INV18WE9802857 - APCT - Annual Gen Inspection |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9810074 | \$2,179.40 | INV#18WE9810074 - GSB- Annual Generator Inspection |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9810076 | \$2,179.40 | INV#18WE9810076 - Justice Center - Annual Gen In |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9810078 | \$902.61 | INV#18WE9810078 - Station 71 - Annual Gen Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9810080 | \$823.17 | INV#18WE9810080- Red Roof Tower - Annual Gen |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9818346 | \$823.17 | INV#18WE9818346 - FCSO Tower - Annual Generator |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9826873 | \$1,810.27 | INV#18WE9826873 - EOC 1 - Annual Generator Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9826875 | \$1,810.27 | INV#18WE9826875 - EOC 2 - Annual Generator Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9849434 | \$2,583.13 | INV#18WE9849434 - Justice Center New - Annual Gen |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9849436 | \$2,179.40 | INV#18WE9849436 - Energy Plant - Annual Gen Inspect |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9859643 | \$975.23 | INV#18WE9859643 - EM Portable Small - Annual Gen |
| 08/12/24 | 210480 | RING POWER CORPORATION | 18WE9878771 | \$1,668.03 | INV#18WE9878771 - EM Portable Large - Annual Gen |
| | | | Check Total | \$26,191.76 | |
| 08/12/24 | 210481 | RING POWER CORPORATION | 18WE9791060 | \$823.17 | INV#18WE9791060 - Station 92 - Annual Gen Inspect |
| 08/12/24 | 210481 | RING POWER CORPORATION | 18WE9810083 | \$823.17 | INV#18WE9810083 - Matanzas Tower - Annual Gen |
| 08/12/24 | 210481 | RING POWER CORPORATION | 18WE9814419 | \$823.17 | INV#18WE9814419 - IT Portable - Annual Gen Inspect |
| | | | Check Total | \$2,469.51 | |
| 08/12/24 | 210482 | SAMANTHA BRASHER | 08022024 | \$6,000.00 | 3D ANIMATION FOR ECO-DISCOVERY CENTER 2ND PAYMENT |
| | | | Check Total | \$6,000.00 | |
| 08/12/24 | 210483 | SKYLINE ELEVATORS INC. | 218770 | \$65.00 | INV#218770-JULY-airPORT |

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|------------|---------|--|---------------------|---------------|--|
| 08/12/24 | 210483 | SKYLINE ELEVATORS INC. | 218938 | \$1,497.00 | inv#218938-7.1.24 |
| | | | Check Total | \$1,562.00 | |
| 08/12/24 | 210484 | SOUTHEASTERN LAUNDRY EQUIPMENT SALES, LLC. | IN079684 | \$2,806.00 | INV#IN079684 - Inmate Facility Laundry Equip Lease |
| | | | Check Total | \$2,806.00 | |
| 08/12/24 | 210485 | ST AUGUSTINE ENDOSCOPY CENTER | RO MO12651(2) | \$684.23 | IHC - [REDACTED] RO MO12651 |
| | | | Check Total | \$684.23 | |
| 08/12/24 | 210486 | STEPHEN C KENNY & ASSOCIATES | FC-1004 | \$18,800.00 | RE-ROOF W/PEEL & SEAL UNDERLAY, 8 EASTERN PL APT A |
| | | | Check Total | \$18,800.00 | |
| 08/12/24 | 210487 | STEVEN TODD WHALEY | TRAVEL 7.22.2024 | \$108.00 | TRAVEL REIMBURSEMENT 07.22-23.24 |
| | | | Check Total | \$108.00 | |
| 08/12/24 | 210488 | STRYKER MEDICAL | 9206568855 | \$1,378.90 | STRETCHER MAINTENANCE |
| | | | Check Total | \$1,378.90 | |
| 08/12/24 | 210489 | SUNOCO LP | 40807589 | \$21,846.48 | BULK FUEL |
| 08/12/24 | 210489 | SUNOCO LP | 40811556 | \$13,211.97 | BULK FUEL |
| | | | Check Total | \$35,058.45 | |
| 08/12/24 | 210490 | TELEFLEX LLC | 9508522431 | \$5,500.00 | Ambulance Supplies |
| 08/12/24 | 210490 | TELEFLEX LLC | 9508522433 | \$900.00 | Ambulance Supplies |
| 08/12/24 | 210490 | TELEFLEX LLC | 9508714832 | \$2,750.00 | AMBULANCE SUPPLIES - NEEDLES |
| | | | Check Total | \$9,150.00 | |
| 08/12/24 | 210491 | TEN-8 FIRE EQUIPMENT, INC | 1310048025 | \$3,692.92 | FIRE EQUIPMENT, SUPPLIES AND S |
| 08/12/24 | 210491 | TEN-8 FIRE EQUIPMENT, INC | 1310048036 | \$524.20 | FIRE EQUIPMENT, SUPPLIES AND S |
| | | | Check Total | \$4,217.12 | |
| 08/12/24 | 210492 | THRIVE OPERATIONS, LLC | INV00340228 | \$279.29 | PRIVATE CLOUD AND STORAGE FOR STATE ATTORNEY |
| | | | Check Total | \$279.29 | |
| 08/12/24 | 210493 | TURBOMECA USA, INC | 6558031691 | \$5,308.78 | HELICOPTER SUPPORT BY THE HOUR AGREEMENT |
| | | | Check Total | \$5,308.78 | |
| 08/12/24 | 210494 | TURBOMECA USA, INC | 6558032410 | \$2,461.61 | HELICOPTER SUPPORT BY THE HOUR AGREEMENT |
| | | | Check Total | \$2,461.61 | |
| 08/12/24 | 210495 | TYLER TECHNOLOGIES, INC | 045-468167 | (\$1,353.44) | CREDIT FOR PROD OVERLAP-ORIG INV #045-336526 |
| 08/12/24 | 210495 | TYLER TECHNOLOGIES, INC | 045-468184 | (\$1,288.99) | CREDIT FOR PROD OVERLAP-ORIG INV #045-299452 |
| 08/12/24 | 210495 | TYLER TECHNOLOGIES, INC | 045-468193 | (\$299.59) | CREDIT FOR PROD OVERLAP-ORIG INV #045-221890 |

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

Invoices Processed for period 08/10/24 to 08/16/24

| Check Date | Check # | Vendor Name | Invoice # | Net Trans Amt | Description |
|-------------------|----------------|-------------------------------------|---------------------|-----------------------|--|
| 08/12/24 | 210495 | TYLER TECHNOLOGIES, INC | 045-478745 | \$3,200.00 | TYLER MUNIS FEES - ORD #199415 |
| | | | Check Total | \$257.98 | |
| 08/12/24 | 210496 | U.S. BANK NA | 14362695 | \$782.07 | ADMIN FEES 6.1.24-6.30.24 |
| | | | Check Total | \$782.07 | |
| 08/12/24 | 210497 | KRONOS INCORPORATED | 12094570 | \$225.00 | Kronos Implementation Services June - Fire Rescue |
| 08/12/24 | 210497 | KRONOS INCORPORATED | 12111350 | \$405.00 | Kronos Implementation Services July 2023 - Fire Re |
| | | | Check Total | \$630.00 | |
| 08/12/24 | 210498 | UNITED WAY OF VOLUSIA-FLAGLER, INC | 080924 | \$1.00 | Payroll Run 1 - Warrant 240809 |
| | | | Check Total | \$1.00 | |
| 08/12/24 | 210499 | VERIZON WIRELESS | 9969856425 | \$222.00 | WIRELESS PHONE SERVICE FOR STATE ATTORNEY |
| | | | Check Total | \$222.00 | |
| 08/12/24 | 210500 | W.W. GAY MECHANICAL CONTRACTOR, INC | 918001160 | \$16,260.25 | INV#918001160 - July-Sept qtrly Maintenance |
| | | | Check Total | \$16,260.25 | |
| 08/12/24 | 210501 | WELLS FARGO FINANCIAL LEASING, INC. | 5030550931 | \$3,003.48 | COPIER LEASES AUG 2024 |
| | | | Check Total | \$3,003.48 | |
| 08/12/24 | 210502 | WEST GROUP | 850567461 | \$199.31 | COMPUTER SOFTWARE UPGRADE OF WESTLAW-JULY 2024 |
| | | | Check Total | \$199.31 | |
| | | | Report Total | \$1,135,463.63 | |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|---------------------|-----------------------------------|------------------|----------------------|--|
| 11/06/23 | THE HOME DEPOT PRO - SUPPLY WORKS | TXN00132435 | \$305.32 | TXN00132435-TOOLS-ROLING CART-PARTS ORGANIZER- TRU |
| 04/15/24 | ARAMSCO - FORT PIERCE | TXN00132714 | \$943.00 | TXN00132714 - SIGNS AND SIGN POSTS |
| 05/20/24 | SAFETY HARBOR RESORT A | TXN00133449 | \$460.00 | TXN00133449 -2024 CVSOAA TRAINING CONFERENCE LODGI |
| 05/20/24 | DG HARDWARE. | TXN00133510 | \$25.70 | TXN00133510 Chisel set |
| 05/27/24 | LOWES #01820 | TXN00133775 | (\$224.44) | TXN00133775 - REFUND ON ITEMS RETURNED DUE TO TAXE |
| 06/10/24 | MISTER CAR WASH | TXN00133974 | \$14.00 | TXN00133974 TDO CAR WASH |
| 06/10/24 | CIRCLE K # 45158 | TXN00133993 | \$42.20 | TXN00133993 TDO FUEL |
| 06/10/24 | HILTON GARDEN INN | TXN00134000 | \$999.00 | TXN00134000 TDO SE MARKETING COLLEGE MORGAN |
| 06/10/24 | HILTON GARDEN INN | TXN00134007 | \$97.77 | TXN00134007 TDO MARKETING COLLEGE MORGAN |
| 06/10/24 | ORLANDO SENTINEL COMMUNI | TXN00134112 | \$1.00 | TXN00134112 - ORLANDO SENTINEL SUBSCRIPTION - HADE |
| 06/17/24 | STAMPS.COM | TXN00134150 | \$19.99 | TXN00134150 TDO MONTHLY CHARGE |
| 06/17/24 | STAPLS7634075993000001 | TXN00134157 | \$280.55 | TXN00134157 TDO OFFICE FURNITURE - RETURNED ON TXN |
| 06/17/24 | BUC-EE'S #51 | TXN00134185 | \$29.60 | TXN00134185 |
| 06/17/24 | USPS STAMPS ENDICIA | TXN00134206 | \$300.00 | TXN00134206 TDO POSTAGE FOR VISITOR GUIDES |
| 06/17/24 | USPS STAMPS ENDICIA | TXN00134237 | \$290.00 | TXN00134237 TDO POSTAGE FOR VISITOR GUIDES |
| 06/24/24 | SPROUT SOCIAL, INC | TXN00134385 | \$399.00 | TXN00134385 TDO MEMBERSHIP |
| 06/24/24 | TRACTOR SUPPLY | TXN00134418 | \$151.96 | TXN00134418 Rubber mats for van |
| 06/24/24 | STAPLS7633852401001001 | TXN00134449 | (\$280.55) | TXN00134449 CREDIT FOR TXN00134157 |
| 06/30/24 | B&H FOTO & ELECTRONICS CORP | TXN00134542 | \$858.74 | TXN00134542 - GO-PRO CHARGER, WORK DESK/LECTERN |
| 06/30/24 | AMZN Mktp US | TXN00134586 | \$32.00 | TXN00134586 - LM - CHEMICAL GLOVES - AMAZON - 32.0 |
| 06/30/24 | PSI SERVICES LLC | TXN00134601 | \$175.00 | TXN00134601 - LM - DRONE TRAINING - PSI SERVICES |
| 07/08/24 | SUN SENTINEL SUBSCRIPTIO | TXN00134617 | \$3.00 | TXN00134617 - ONE YEAR ONLINE SUBSCRIPTION SUN SEN |
| 07/08/24 | SIGNIA BY HILTON BONNET C | TXN00134637 | \$390.00 | TXN00134637 - HILTON HOTEL - FACA 2024 ANNUAL CLE |
| 07/15/24 | AMAZON RET 113-147701 | TXN00134733 | \$17.26 | TXN00134733 Amazon Printer Paper |
| 07/15/24 | RESTOCKIT | TXN00134751 | \$465.80 | TXN00134751 - LAUNDRY DETERGENT |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134786 | \$52.44 | TXN00134786 Verizon Airport |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134790 | \$153.61 | TXN00134790 Verizon E911 |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134793 | \$2,061.20 | TXN00134793 Verizon Fire Rescue |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134794 | \$560.96 | TXN00134794 Verizon R&B |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134795 | \$253.07 | TXN00134795 Verizon Commission |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134798 | \$934.23 | TXN00134798 Verizon IT June 2024 |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134801 | \$227.00 | TXN00134801 Verizon Community |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134804 | \$221.01 | TXN00134804 Verizon Legal |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134805 | \$523.64 | TXN00134805 Verizon Building |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134812 | \$1.80 | TXN00134812 Verizon EMGo |
| 07/15/24 | FSP RENTALAND, LLC | TXN00134813 | \$510.10 | TXN00134813 - TENT, WATER BARRELS, & CHAIR RENTALS |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134815 | \$222.00 | TXN00134815 Verizon Admin |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|--------------|---------------------------------|---------------|---------------|--|
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN00134816 | \$136.20 | TXN00134816 Verizon GAL |
| 07/15/24 | PUBLIX #1138 | TXN00134820 | \$85.95 | TXN00134820 EDO PROJECT LAUTIEC MEETING NAMES IN N |
| 07/15/24 | PAYPAL WILDLANDSCO | TXN00134822 | \$450.00 | TXN00134822 - TORTOISE AGENT TRAINING ADD-ON FOR M |
| 07/15/24 | Medi Quick Urgent Care Ce | TXN00134823 | \$120.00 | TXN00134823 - DRUG TESTING |
| 07/15/24 | AMZN Mktp US | TXN00134843 | \$558.00 | TXN00134843 Amazon Wireless Headset for UAS |
| 07/15/24 | LOWES #02241 | TXN00134854 | \$324.94 | TXN00134854 - MISC TOOLS, WOOD, STEEL, LEATHER BEL |
| 07/15/24 | AMZN Mktp US | TXN00134859 | \$139.99 | TXN00134859 Amazon Drone Landing Pad |
| 07/22/24 | HAMMOCK HARDWARE | TXN00134864 | \$126.07 | TXN00134864 - WIRE NUTS, GFI RECEPTACLE, PHOTOCELL |
| 07/22/24 | GARY YEOMANS FORD LINCOLN | TXN00134870 | \$124.20 | TXN00134870 - FCSS 5599 VEHICLE REPAIR GARY YEOMAN |
| 07/22/24 | AMZN Mktp US | TXN00134871 | \$5.99 | TXN00134871 TDO OFFICE |
| 07/22/24 | AMZN Mktp US | TXN00134877 | \$96.99 | TXN00134877- ORDER# 111-7325866-4958617 |
| 07/22/24 | LOWE'S HOME CENTERS, LLC | TXN00134879 | \$28.54 | TXN00134879-ADHESIVE- FACILITIES |
| 07/22/24 | SPIDERTRACKS | TXN00134883 | \$119.00 | TXN00134883 - FLIGHT FOLLOWING 06.06.24-07.06.24 |
| 07/22/24 | VUE COMPTIA MRKETPLCE | TXN00134893 | \$1,485.00 | TXN00134893 Aplus Cert - Josh |
| 07/22/24 | AMZN Mktp US | TXN00134895 | \$5.86 | TXN00134895- ORDER# 111-7083760-4229015 |
| 07/22/24 | FLAGLER POWER EQUIPMEN | TXN00134896 | \$126.80 | TXN00134896 - PPP - MOWER KEY SWITCH REPAIR - FLAG |
| 07/22/24 | GARY YEOMANS FORD LINCOLN | TXN00134908 | \$5.30 | TXN00134908 - FCSS 5751 VEHICLE REPAIR GARY YEOMAN |
| 07/22/24 | AMZN Mktp US | TXN00134912-1 | \$361.34 | TXN00134912 TDO OFFICE SUPPLIES (See Notes) |
| 07/22/24 | UNITED REFRIGERATION, INC. | TXN00134914 | \$408.70 | TXN00134914-TOOLS-CLEANER-HVAC FILTER GRILLE-TAX E |
| 07/22/24 | AMZN Mktp US | TXN00134919 | \$290.97 | TXN00134919 - ORDER# 111-7325866-4958617 |
| 07/22/24 | INTERNATIONAL TRANSACTION | TXN00134921 | \$1.19 | TXN00134921 - INTERNATIONAL FEE FOR TRANSACTION TX |
| 07/22/24 | NIC FDEP PAYMENT SYS | TXN00134922 | \$300.00 | TXN00134922 - PARKS - LEHIGH TRAIL STATE LANDS FEE |
| 07/22/24 | AHC Safe & Lock | TXN00134925 | \$25.25 | TXN00134925 - BUILDING KEYS-FACILITIES |
| 07/22/24 | NIC FDEP PAYMENT SYS | TXN00134928 | \$100.00 | TXN00134928 - PARKS - DAYTONA NORTH/HIDDEN TRAILS |
| 07/22/24 | SQ ACME TROPHIES | TXN00134929 | (\$2.45) | TXN00134929 - SALES TAX REFUND FROM SALE ON 6/25/2 |
| 07/22/24 | PY FLORIDA ECONOMIC DEVE | TXN00134930 | \$425.00 | TXN00134930 EDO MEMBERSHIP |
| 07/22/24 | AMZN Mktp US | TXN00134932 | \$267.42 | TXN00134932 - IGLOO COOLERS |
| 07/22/24 | LOWE'S HOME CENTERS, LLC | TXN00134934 | \$70.37 | TXN00134934-PUTTY KNIVES-SANDING SPONES- TRUCK 980 |
| 07/22/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00134938 | \$79.60 | TXN00134938 - FCSS 6627 VEHICLE REPAIR OREILLY 79. |
| 07/22/24 | AMZN Mktp US | TXN00134940 | \$967.55 | TXN00134940 - WIRE, CONNECTORS, ETC., BUTANE FUEL |
| 07/22/24 | AMZN Mktp US | TXN00134941 | \$117.59 | TXN00134941M - POP UP CANOPY |
| 07/22/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00134943 | \$16.35 | TXN00134943 - FCSS 6623 VEHICLE REPAIR OREILLY 16. |
| 07/22/24 | NIC FDEP PAYMENT SYS | TXN00134944 | \$300.00 | TXN00134944 - PARKS - REC FAC/FAIRGROUNDS - STATE |
| 07/22/24 | AMZN Mktp US | TXN00134948 | \$468.23 | TXN00134948 - POP UP CANOPIES, HEADPHONE COVERS |
| 07/22/24 | JOHNS APPLIANCE | TXN00134949 | \$138.11 | TXN00134949 - OVEN DOOR GLASS REPLACEMENT-STATION |
| 07/22/24 | GRAYBAR ELECTRIC INC. | TXN00134954 | \$73.59 | TXN00134954-CIRCUIT BREAKER- ELECTRICAL REPAIRS- F |
| 07/22/24 | DG HARDWARE. | TXN00134956 | \$58.75 | TXN00134956-STRAW HAT- POCKET HOSE- TRUCK 1010-FAC |
| 07/22/24 | ATLANTIC MARINE | TXN00134958 | \$367.64 | TXN00134958 - FCSS 7819 EQUIPMENT REPAIR ATLANTIC |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|--------------|--|--------------|---------------|---|
| 07/22/24 | NIC FDEP PAYMENT SYS | TXN001349636 | \$50.00 | TXN00134936 - PARKS - BC DRINKING WATER ANNUAL FEE |
| 07/22/24 | MARRIOTT TAMPA WATERSI | TXN00134971 | \$398.00 | TXN00134971 TDO MORGAN DEST INT. SERVICE SUMMIT |
| 07/22/24 | AMZN Mktp US | TXN00134972 | \$47.99 | TXN00134972 - FCSSO 5686 VEHICLE REPAIR AMAZON 47.9 |
| 07/22/24 | DG HARDWARE. | TXN00134975 | \$15.60 | TXN00134975-SPRAY ADHESIVE-JUSTICE CENTER-FACILITI |
| 07/22/24 | BUILDERSFIRSTSOURCE30031 | TXN00134979 | \$82.77 | TXN00134979-PRESSURE TREATED LUMBER- PELLICER CC-F |
| 07/22/24 | NIC -DEPT BUS | TXN00134986 | \$75.00 | TXN00134986- ANNUAL ELEVATOR LIC# 89244 RENEWAL GS |
| 07/22/24 | NIC -DEPT BUS | TXN00134987 | \$75.00 | TXN00134987- ANNUAL ELEVATOR LIC# 89245 RENEWAL @ |
| 07/22/24 | NIC -FLAGLERCHDENVRHEA | TXN00134989 | \$250.00 | TXN00134989-OPERATING RENEWALS-BULL CREEK CAMPGROU |
| 07/22/24 | LOWE'S HOME CENTERS, LLC | TXN00134991 | \$9.98 | TXN00134991-RED MARKING PAINT- FACILITIES |
| 07/22/24 | AUTOZONE 1931 | TXN00134995 | \$221.98 | TXN00134995 - FCSSO 5752 VEHICLE REPAIR AUTO ZONE 2 |
| 07/22/24 | CITY ELECTRIC SUPPLY INC | TXN00134996 | \$2.42 | TXN00134996-TERMINAL ADAPTER-COUPPING-PELLICER CC- |
| 07/22/24 | NIC -DEPT BUS | TXN00134999 | \$75.00 | TXN00134999 -ANNUAL ELEVATOR LIC# 91279 RENEWAL @ |
| 07/22/24 | NIC -DEPT BUS | TXN00135000 | \$75.00 | TXN00135000-ANNUAL ELEVATOR LIC# 91280 RENEWAL @ J |
| 07/22/24 | NIC -DEPT BUS | TXN00135002 | \$75.00 | TXN00135002- ANNUAL ELEVATOR LIC# 91281 RENEWAL @ |
| 07/22/24 | NIC -DEPT BUS | TXN00135003 | \$75.00 | TXN00135003-ANNUAL ELEVATOR LIC# 91282 RENEWAL @ J |
| 07/22/24 | CITY ELECTRIC SUPPLY INC | TXN00135004 | \$135.59 | TXN00135004-ELECTRICAL COMPONENTS-HARDWARE-WIRE- P |
| 07/22/24 | NIC -DEPT BUS | TXN00135005 | \$75.00 | TXN00135005- ANNUAL ELEVATOR LIC# 91283 RENEWAL @ |
| 07/22/24 | ASSOCIATION OF PUBLIC SAFETY COMMUN | TXN00135007 | \$575.00 | TXN00135007 - CONFERENCE REGISTRATION (BARRY) |
| 07/22/24 | ADVANCE AUTO PARTS | TXN00135008 | \$25.69 | TXN00135008 - FCSSO 5686 VEHICLE REPAIR ADVANCE AUT |
| 07/22/24 | NIC -DEPT BUS | TXN00135009 | \$75.00 | TXN00135009- ANNUAL ELEVATOR LIC# 91285 RENEWAL @ |
| 07/22/24 | HARBOR FREIGHT | TXN00135010 | \$169.99 | TXN00135010-DRYWALL SANDER- TRUCK 8180-FACILITIES |
| 07/22/24 | NIC -DEPT BUS | TXN00135013 | \$75.00 | TXN00135013- ANNUAL ELEVATOR LIC#92855 RENEWAL @ J |
| 07/22/24 | NIC -DEPT BUS | TXN00135014 | \$75.00 | TXN00135014- ANNUAL ELEVATOR LIC# 92856 RENEWAL @J |
| 07/22/24 | NIC -DEPT BUS | TXN00135015 | \$75.00 | TXN00135015- ANNUAL ELEVATOR LIC# 92857 RENEWAL @ |
| 07/22/24 | AMZN Mktp US | TXN00135018 | \$99.99 | TXN00135018-OFFICE CHAIR FOR THE DISPATCH OFFICE |
| 07/22/24 | NIC -DEPT BUS | TXN00135019 | \$75.00 | TXN00135019- ANNUAL ELEVATOR LIC# 92858 RENEWAL @ |
| 07/22/24 | NIC -DEPT BUS | TXN00135021 | \$75.00 | TXN00135021- ANNUAL ELEVATOR LIC# 92859 RENEWAL @ |
| 07/22/24 | NIC -DEPT BUS | TXN00135024 | \$75.00 | TXN00135024-ANNUAL ELEVATOR LIC# 92860 RENEWAL @ J |
| 07/22/24 | FLORIDA GOVERNMENT FIN | TXN00135039 | \$115.00 | TXN00135039 - FGFOA MEMBERSHIP DUES EJOHNSON |
| 07/22/24 | LOWE'S HOME CENTERS, LLC | TXN00135040 | \$24.96 | TXN00135040-PAINT BRUSHES- TRUCK 2827-FACILITIES |
| 07/22/24 | AMZN Mktp US | TXN00135042 | \$428.00 | TXN00135042 - SHREDDER, LAMINATOR & SUPPLIES, TABL |
| 07/22/24 | THE HOME DEPOT PRO - SUPPLY WORKS | TXN00135043 | \$102.28 | TXN00135043-LADDER-NUT DRIVER-BITS- TRUCK 8180-FAC |
| 07/22/24 | USPS PO 1112000315 | TXN00135052 | \$73.00 | TXN00135052 - STAMPS FOR HUMAN SERVICES MAILINGS |
| 07/22/24 | LOWE'S HOME CENTERS, LLC | TXN00135055 | \$76.48 | TXN00135055-DRYWALL JOINT COMPOUND-JC BUILDOUT - U |
| 07/22/24 | CITY ELECTRIC SUPPLY INC | TXN00135060 | \$79.25 | TXN00135060-HARDWARE- PELLICER CC ELECTRICAL- PLIE |
| 07/29/24 | A AND S HARDWARE | TXN00135062 | \$9.58 | TXN00135062 - SINK FLEX CONNECTOR-BOYSCOUT CAMP/RU |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|--------------|----------------------------|-------------|---------------|--|
| 07/29/24 | FLAGLER POWER EQUIPMEN | TXN00135063 | \$47.11 | TXN00135063 - PARKS 11050 EQUIPMENT REPAIR FLAGLER |
| 07/29/24 | DG HARDWARE. | TXN00135066 | \$83.00 | TXN00135066 - PARTS FOR FOAM MACHINE |
| 07/29/24 | AHC Safe & Lock | TXN00135069 | \$132.00 | TXN00135069 - BUILDING KEYS-JUSTICE CENTER-FACILIT |
| 07/29/24 | AMZN Mktp US | TXN00135070 | \$32.58 | TXN00135070 - OFFICE SUPPLIES (PENS, PAPER TOWELS, |
| 07/29/24 | LOWES #02241 | TXN00135071 | (\$38.32) | TXN00135071 -38.32 CREDIT TO ORIGINAL TXN 00135041 |
| 07/29/24 | DKC DIGI KEY CORP | TXN00135076 | \$40.71 | TXN00135076 Digikey Power Supply - Dispatch |
| 07/29/24 | DG HARDWARE. | TXN00135080 | \$23.85 | TXN00135080 - PAINT BRUSH-PC LIBRARY-FACILITIES |
| 07/29/24 | LOWES #02241 | TXN00135081 | \$26.96 | TXN00135081 - BRASS STRAIGHT VALVE-PLUMBING REPAIR |
| 07/29/24 | AMZN Mktp US | TXN00135082 | \$17.90 | TXN00135082 OFFICE SUPPLIES ("DUSTER" CANNED AIR) |
| 07/29/24 | FLAGLER POWER EQUIPMEN | TXN00135083 | \$45.87 | TXN00135083 - PARKS 11050 EQUIPMENT REPAIR FLAGLER |
| 07/29/24 | TRACTOR SUPPLY | TXN00135085 | \$15.96 | TXN00135085 - LM - SPRAY BOTTLES - TRACTOR SUPPLY |
| 07/29/24 | ADVANCE AUTO PARTS | TXN00135086 | \$5.50 | TXN00135086 - FCT 115 VEHICLE REPAIR ADVANCE AUTO |
| 07/29/24 | HAMMOCK HARDWARE | TXN00135087 | \$71.30 | TXN00135087 - PAINT BRUSHES, PAINT ROLLER-PC LIBRA |
| 07/29/24 | ADVANCE AUTO PARTS | TXN00135102 | \$14.06 | TXN00135102 - FIRE RESCUE 778 VEHICLE REPAIR ADVAN |
| 07/29/24 | UNITED REFRIGERATION, INC. | TXN00135110 | \$181.52 | TXN00135110-EVERPURE WATER FILTER-STATION 16-FACIL |
| 07/29/24 | ADVANCE AUTO PARTS | TXN00135111 | \$20.15 | TXN00135111 - DENT PULLER FLEET SHOP USE ADVANCE A |
| 07/29/24 | LOWES #02241 | TXN00135114 | \$36.56 | TXN00135114 - BRASS CHECK VALVE, WATER HEATER PAN- |
| 07/29/24 | DG HARDWARE. | TXN00135117 | \$17.97 | TXN00135117 - PUTTY KNIFE & SPACKLING-DAVID SIEGEL |
| 07/29/24 | AHC Safe & Lock | TXN00135119 | \$63.39 | TXN00135119 - BUILDING LOCKS-JUSTICE CENTER-FACILI |
| 07/29/24 | MICHAELS STORES | TXN00135121 | \$17.47 | TXN00135121 TDO OFFICE |
| 07/29/24 | HAMMOCK HARDWARE | TXN00135122 | \$41.54 | TXN00135122 - CLEANING TOWELS, DRYWALL JOINT TAPE, |
| 07/29/24 | LOWES #02241 | TXN00135131 | \$633.58 | TXN00135131 - HOT WATER HTR, PVC CEMENT, PVC PART |
| 07/29/24 | DG HARDWARE. | TXN00135132 | \$66.58 | TXN00135132 -PUMP TANK & PVC PIPE-PLUMBING REPAIR- |
| 07/29/24 | DG HARDWARE. | TXN00135133 | \$18.35 | TXN00135133 -BRASS COUPLING-BUILDING #5-FACILITIES |
| 07/29/24 | USPS.COM CLICKNSHIP | TXN00135134 | \$8.50 | TXN00135134 - (1) Click-N-Ship label to mail Routi |
| 07/29/24 | HOBBY LOBBY #718 | TXN00135135 | \$29.73 | TXN00135135 TDO OFFICE |
| 07/29/24 | LOWE'S HOME CENTERS, LLC | TXN00135136 | \$132.16 | TXN00135136-LUMBER-WADSWORTH PARK- CUT OFF WHEEL- |
| 07/29/24 | DG HARDWARE. | TXN00135137 | \$4.64 | TXN00135137 - FASTENERS-SIEGEL CTR-ADULT DC-FACILI |
| 07/29/24 | AMZN Mktp US | TXN00135139 | \$38.38 | TXN00135139 - SINK DRAIN-RUSSELL LANDING-CARETAKER |
| 07/29/24 | DG HARDWARE. | TXN00135150 | \$35.96 | TXN00135150 -PIPE FITTING-PLUMBING REPAIR-BUILDING |
| 07/29/24 | AMZN Mktp US | TXN00135151 | \$32.99 | TXN00135151 - SS 50 FOLDERS WITH FASTENERS |
| 07/29/24 | LOWE'S HOME CENTERS, LLC | TXN00135152 | \$38.94 | TXN00135152-TRAY LINERS-WIPING CLOTHS- TRUCK 2827- |
| 07/29/24 | Amazon.com RJ0Q59210 | TXN00135154 | \$91.98 | TXN00135154 Amazon - Laser Presenters |
| 07/29/24 | LOWE'S HOME CENTERS, LLC | TXN00135155 | \$273.64 | TXN00135155-QUIKRETE- WADSWORTH PARK |
| 07/29/24 | AMZN Mktp US | TXN00135156 | \$393.18 | TXN00135156 - CIRCULATOR PUMP-HOT WATER HEATER-BUI |
| 07/29/24 | LOWES #02241 | TXN00135159 | \$17.74 | TXN00135159 - GANG BOX & ELECTRICAL TAPE-HEALTH DE |
| 07/29/24 | ADVANCE AUTO PARTS | TXN00135161 | \$22.66 | TXN00135161 - PW PFCL #0483 VEHICLE REPAIR ADVANCE |
| 07/29/24 | AMZN Mktp US | TXN00135162 | \$136.66 | TXN00135162 - Amazon USB Adapters |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|--------------|-------------------------------|-------------|---------------|--|
| 07/29/24 | DG HARDWARE. | TXN00135163 | \$9.28 | TXN00135163 -PVC ELBOWS & COUPLING-PLUMBING REPAIR |
| 07/29/24 | LOWES #02241 | TXN00135169 | \$60.92 | TXN00135169 - KITCHEN FAUCET & PVC CORNER GUARD-HA |
| 07/29/24 | AMZN Mktp US | TXN00135171 | \$264.99 | TXN00135171 - WINCH PLATE FOR F150 |
| 07/29/24 | SPYPOINT PREM-ANNUAL | TXN00135172 | \$120.00 | TXN00135172 - LM - TRAIL CAMERA ANNUAL SUBSCRIPTIO |
| 07/29/24 | GLOBAL EQUIPMENT COMPANY INC | TXN00135174 | \$239.90 | TXN00135174 - WATER FILTERS BOTTLE REFILL STATION- |
| 07/29/24 | KITTLES LOCKSMITH | TXN00135175 | \$408.00 | TXN00135175 - LOCK ASSEMBLY-JUSTICE CENTER-FACILIT |
| 07/29/24 | DG HARDWARE. | TXN00135178 | \$35.21 | TXN00135178 - TOILET GASKET & DRAIN CLEANER-SOCIAL |
| 07/29/24 | INTERNATIONAL TRANSACTION | TXN0013180 | \$1.20 | TXN00135180 - LM - TRAIL CAMERA ANNUAL SUBSCRIPTIO |
| 08/05/24 | FL ASSOCIATION OF COUNTIES | TXN0013518 | \$100.00 | TXN00135318-FL ASSOC. OF COUNTIES- JOB ADVERTISEME |
| 07/29/24 | AMZN Mktp US | TXN00135181 | \$123.92 | TXN00135181 - Amazon Presenters with Cases |
| 07/29/24 | PUBLIX #1138 | TXN00135183 | \$51.77 | TXN00135183 PROJECT LAUTREC |
| 07/29/24 | AMZN Mktp US | TXN00135186 | \$311.12 | TXN00135186 - AUTO LIGHTS, ALARM, PHONE CHARGER, J |
| 07/29/24 | IN NIGHT FLIGHT CONCEPTS | TXN00135187 | \$262.81 | TXN00135187 - NIGHT VISION GOGGLE INSPECTIONS |
| 07/29/24 | STONE PLUS PALM COAST S | TXN00135188 | \$118.79 | TXN00135188 - PARKS - BINGS LANDING LIMESTONE - ST |
| 07/29/24 | IN C&D INDUSTRIAL MAINTENANCE | TXN00135189 | \$525.00 | TXN00135189 - SERVICED 2 DOORS-RED ROOF INN-FACILI |
| 07/29/24 | AMZN Mktp US | TXN00135191 | \$619.00 | TXN00135191 Amazon All-in-One Podcasting |
| 07/29/24 | J&J AUTO BODY, INC | TXN00135192 | \$892.10 | TXN00135192 - FCSO 6619 VEHICLE REPAIR J&J AUTO BO |
| 07/29/24 | LOWES #02241 | TXN00135193 | \$1.64 | TXN00135193 - FLAT NUT-PRINCESS PLACE COTTAGE #1-F |
| 07/29/24 | AMAZON.COM RJ70Q7DU1 | TXN00135194 | \$79.00 | TXN00135194 Amazon Apple Pencil - Ag Ext |
| 07/29/24 | USPS.COM CLICKNSHIP | TXN00135199 | \$8.50 | TXN00135199 - (1) Click-N-Ship label to mail Routi |
| 07/29/24 | AMZN Mktp US | TXN00135204 | \$43.92 | TXN00135204 - MICROWAVE PART-PRINCESS PLACE CABIN |
| 07/29/24 | GRAYBAR ELECTRIC INC. | TXN00135205 | \$11.13 | TXN00135205 - ELECTRICAL SENSOR-FREIGHT CHARGE-FAC |
| 07/29/24 | AMZN Mktp US | TXN00135207 | \$49.99 | TXN00135207 - WIRE CONNECTORS CABLE KITS |
| 07/29/24 | AMZN Mktp US | TXN00135208 | \$8.99 | TXN00135208 Sim card adapter kit |
| 07/29/24 | DG HARDWARE. | TXN00135209 | \$7.88 | TXN00135209 - FASTENERS-DAVID SEIGEL CENTER-FACILI |
| 07/29/24 | NIC - FDLE CAPS | TXN00135210 | \$37.25 | TXN00135210-CAPS-BACKGROUND CHECK-DANIEL MIX |
| 07/29/24 | FLAGLER POWER EQUIPMENT | TXN00135211 | \$127.71 | TXN00135211 - PARKS - TRIM RACK HOLDER FOR TRAILER |
| 07/29/24 | LOWES #02241 | TXN00135212 | \$286.63 | TXN00135212 - BC - LUMBER & SCREWS - LOWES - 286.6 |
| 07/29/24 | SHORT.IO TEAM PLAN | TXN00135213 | \$48.00 | TXN00135213 QR CODE GENERATOR |
| 07/29/24 | GRAYBAR ELECTRIC INC. | TXN00135217 | \$596.78 | TXN00135217 - ELECTRICAL SENSOR-FACILITIES GOES WI |
| 08/05/24 | DG HARDWARE. | TXN00135226 | \$12.84 | TXN00135226 - CAUTION TAPE-PC LIBRARY-FACILITIES |
| 08/05/24 | CIRCLE C COUNTRY | TXN00135227 | \$95.76 | TXN00135227 - EMERGENCY MGT SIGN 1 REPAIR CIRCLE C |
| 08/05/24 | AMZN Mktp US | TXN00135229 | \$120.00 | TXN00135229 - FIRE RESCUE 778 VEHICLE REPAIR AMAZO |
| 08/05/24 | AMZN Mktp US | TXN00135237 | \$23.39 | TXN00135237 - DOOR LOCK FOR UTILITY TRAILER |
| 08/05/24 | CITY OF PALM COAST | TXN00135242 | \$311.89 | TXN00135242 - WATER FOR STATION 41 06.12.24-07.11. |
| 08/05/24 | NIC - FDLE CAPS | TXN00135243 | \$37.25 | TXN00135243-CAPS-BACKGROUND CHECK-CHRISTOPHER RENZ |
| 08/05/24 | PAYPAL PYRDJS/SURF | TXN00135247 | \$750.00 | TXN00135247- PAYMENT TO L SHANK 4TH OF JULY DJ |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135249 | \$458.29 | TXN00135249 - EMERG MGT 11062 VEHICLE REPAIR GARY |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|--------------|---|-------------|---------------|--|
| 08/05/24 | FSBPA | TXN00135254 | \$450.00 | TXN00135254 REGISTRATION FSBPA RESILIENCE CONFEREN |
| 08/05/24 | RSS.COM PODCASTING | TXN00135255 | \$143.88 | TXN00135255 PODCASTING JULY 2024-2025 |
| 08/05/24 | AMZN Mktp US | TXN00135257 | \$155.00 | TXN00135257 - LED TUBE LIGHTS-AG CENTER-FACILITIES |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135258 | \$25.54 | TXN00135258 - FCT 126 VEHICLE REPAIR GARY YEOMANS |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135259 | \$42.00 | TXN00135259 - FCT 122 VEHICLE REPAIR OREILLY 42.00 |
| 08/05/24 | LOWES #02241 | TXN00135260 | \$101.48 | TXN00135260 - LUMBER, CAULK, DOOR HANDLE, FASTENER |
| 08/05/24 | NIC - FDLE CAPS | TXN00135266 | \$37.25 | TXN00135266-CAPS-BACKGROUND CHECK -DAVID HARDY |
| 08/05/24 | SUNPASS ACC127141333 | TXN00135267 | \$10.44 | TXN00135267 - TOLLS FOR TRAVEL TO OSCEOLA COUNTY E |
| 08/05/24 | LOWE'S HOME CENTERS, LLC | TXN00135269 | \$57.60 | TXN00135269-DRYWALL- TAX COLLECTOR- FLAGLER BEACH |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135270 | \$69.98 | TXN00135270 - PW PURPLE POWER CLEANER FOR EQUIPMEN |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135271 | \$27.96 | TXN00135271 - FCT 122, 120 VEHICLE REPAIR OREILLY |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135274 | \$55.89 | TXN00135274 - FBPD 2907 VEHICLE REPAIR GARY YEOMAN |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135278 | \$161.00 | TXN00135278 - FIRE RESCUE 9682 VEHICLE REPAIR GARY |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135280 | \$82.56 | TXN00135280 - PARKS 10804 VEHICLE REPAIR OREILLY 8 |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135282 | \$373.53 | TXN00135282 - PARKS 10804 VEHICLE REPAIR OREILLY 3 |
| 08/05/24 | AIRGAS - SOUTH | TXN00135285 | \$159.05 | TXN00135285 - WELDING GAS |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135286 | \$15.65 | TXN00135286 - FCT 134 VEHICLE REPAIR OREILLY 15.65 |
| 08/05/24 | BUNNELL AUTO SUPPLY COMPANY INC. | TXN00135287 | \$18.33 | TXN00135287 - EMERGENCY MGT SIGN 1 REPAIR NAPA 18. |
| 08/05/24 | BUNNELL AUTO SUPPLY COMPANY INC. | TXN00135288 | \$67.28 | TXN00135288 - FIRE RESCUE 10491 VEHICLE REPAIR NAP |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135289 | (\$71.81) | TXN00135289 - -71.81 CREDIT TO ORIG TXN 00135282 |
| 08/05/24 | ADVANCE AUTO PARTS | TXN00135293 | \$84.79 | TXN00135293 - PARKS 10804 VEHICLE REPAIR ADVANCE A |
| 08/05/24 | DG HARDWARE. | TXN00135294 | \$12.84 | TXN00135294 - BRASS STRAIGHT STOP VALVE-JUSTICE C |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135296 | \$128.30 | TXN00135296 - FCT 117 VEHICLE REPAIR OREILLY 128.3 |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135297 | \$23.06 | TXN00135297 - PW 7908 VEHICLE REPAIR OREILLY 23.06 |
| 08/05/24 | WASTE MGMT WM EZPAY | TXN00135298 | \$72.01 | TXN00135298-C&D DISPOSAL- FACILITIES |
| 08/05/24 | NEOGOV | TXN00135299 | \$125.00 | TXN00135299 HR DIRECTOR AD |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135300 | \$152.00 | TXN00135300 - FIRE RESCUE 9682 VEHICLE REPAIR GARY |
| 08/05/24 | AMZN Mktp US | TXN00135301 | \$23.99 | TXN00135301 REFRESHMENT SUPPLIES |
| 08/05/24 | O'REILLY AUTOMOTIVE STORES, INC | TXN00135304 | \$4.67 | TXN00135304 - EMERGENCY MGT SIGN 1 REPAIR OREILLY |
| 08/05/24 | AMZN Mktp US | TXN00135305 | \$77.30 | TXN00135305 DOOR STOPPERS & COFFEE |
| 08/05/24 | NTLREST SERVSAFE | TXN00135307 | \$147.89 | TXN00135307 - SAFESERV COURSE BOOK/CERTIFICATION - |
| 08/05/24 | NATIONAL ASSOCIATION OF COUNTIES - NACO | TXN00135309 | (\$530.00) | TXN00135309 CREDIT FOR TXN00131923 |
| 08/05/24 | A AND S HARDWARE | TXN00135310 | \$22.78 | TXN00135310 - ROTARY RASP CYLINDER (TOOL) & BUG RE |
| 08/05/24 | WAL-MART #1182 | TXN00135312 | \$82.25 | TXN00135312 - MULTIPURPOSE CLEANER & PLASTIC STORA |
| 08/05/24 | STOMPSTICKERS.COM | TXN00135314 | (\$17.33) | TXN00135314 CREDIT FOR TXN00135073 |

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

Pcard Transactions Processed for period 08/12/24 to 08/16/24

| Invoice Date | Vendor Name | Invoice # | Net Trans Amt | Description |
|---------------------|----------------------------------|---------------------|----------------------|--|
| 08/05/24 | AMZN Mktp US | TXN00135316 | \$25.98 | TXN00135316 - FCT 135 & 132 VEHILCE REPAIR AMAZON |
| 08/05/24 | AMZN Mktp US | TXN00135317 | \$19.79 | TXN00135317 - FLEET SHOP USE PRO SMOKE FLUID REFIL |
| 08/05/24 | MASSEY SERVICES INC | TXN00135320 | \$500.00 | TXN00135320 - PEST CONTROLL - YELLOW JACKET NEST I |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135321 | \$11.13 | TXN00135321 - FBPD 2907 VEHICLE REPAIR GARY YEOMA |
| 08/05/24 | NIC - FDLE CAPS | TXN00135322 | \$29.25 | TXN00135322-CAPS-VOLUNTEER BACKGROUND CHECK-LIBRAR |
| 08/05/24 | A AND S HARDWARE | TXN00135323 | \$3.99 | TXN00135323 - WASHERS-RUSSELL LANDING-CARETAKER RE |
| 08/05/24 | CERTIFIED LABORATORIES | TXN00135327 | \$968.05 | TXN00135327 - NUTRITION TESTING - LIONS MANE MUSHR |
| 08/05/24 | A AND S HARDWARE | TXN00135328 | \$24.37 | TXN00135328 - RETAILER RANG UP PURCHASE WITH SALES |
| 08/05/24 | J&J AUTO BODY, INC | TXN00135332 | \$302.00 | TXN00135332 - EMERG MGT 11062 VEHICLE REPAIR J&J A |
| 08/05/24 | AMZN Mktp US | TXN00135334 | \$129.99 | TXN00135334 OFFICE CHAIR |
| 08/05/24 | ADVANCE AUTO PARTS | TXN00135336 | \$4.23 | TXN00135336 - FIRE RESCUE 11059 VEHICLE REPAIR ADV |
| 08/05/24 | A AND S HARDWARE | TXN00135337 | (\$24.37) | TXN00135337 - 24.37 CREDIT TO ORIGINAL TXN 001353 |
| 08/05/24 | WALGREENS #7755 | TXN00135340 | \$6.79 | TXN00135340 - 70% ALCOHOL WIPES FOR CLEANING MICRO |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135343 | \$75.90 | TXN00135343 - FIRE RESCUE 9682 VEHICLE REPAIR GARY |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135344 | \$13.92 | TXN00135344 - FIRE RESCUE 9682 VEHICLE REPAIR GARY |
| 08/05/24 | GOLDEN VALLEY FIRE DISTRI | TXN00135346 | \$6.00 | TXN00135346-PUBLIC RFECORDS REQUEST-PRE-EMPLOYMENT |
| 08/05/24 | CARRIER ENTERPRISE LLC | TXN00135348 | \$187.88 | TXN00135348-HVAC COMPONENTS-FACILITIES |
| 08/05/24 | LOWES #02241 | TXN00135349 | \$34.98 | TXN00135349 - ANGLE DRILL ATTACHMENT-TRUCK #10083 |
| 08/05/24 | BUNNELL AUTO SUPPLY COMPANY INC. | TXN00135353 | \$159.88 | TXN00135353 - HOSES AND FITTINGS - EQUIP900 |
| 08/05/24 | AIRGAS - SOUTH | TXN00135354 | \$277.62 | TXN00135354 - OXYGEN |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135356 | \$63.48 | TXN00135356 - FACILITIES 10083 VEHICLE REPAIR GARY |
| 08/05/24 | UNITED REFRIGERATION, INC. | TXN00135361 | \$400.07 | TXN00135361-HVAC REPAIR PARTS- FACILITIES |
| 08/05/24 | DG HARDWARE. | TXN00135362 | \$30.27 | TXN00135362-UTILITY KNIFE- TRAILER ADAPTER- FACILI |
| 08/05/24 | GARY YEOMANS FORD LINCOLN | TXN00135363 | \$14.95 | TXN00135363 - FIRE RESCUE 9682 VEHICLE REPAIR GARY |
| 08/05/24 | AMZN Mktp US | TXN00135364 | \$6.89 | TXN00135364 - FLEET SHOP USE AMAZON 6.89 |
| 08/05/24 | NEOGOV | TXN00135366 | \$125.00 | TXN00135366 RISK MANAGER AD |
| 08/05/24 | HARRIS CULVERT | TXN00135371 | \$95.00 | TXN00135371 - CONNECTING BAND FOR CULVERT PIPE |
| 07/15/24 | VERIZONWRLSS RTCCR VB | TXN0134788 | \$162.89 | TXN00134788 Verizon Fleet |
| | | Report Total | \$40,516.23 | |

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 5, 2024

REGULAR MEETING

Present: Chair Andrew Dance, Vice Chair Leann Pennington, Commissioners Gregory Hansen, Donald O'Brien, David Sullivan, County Administrator Heidi Petito, Deputy County Attorney Sean Moylan, County Attorney Al Hadeed, and Deputy Clerk Tiffani Smith

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

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Dance announced the addition of:

- Item 4c5 – Beach Renourishment Video Presentation

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Dance announced the following:

- Nexus Center Groundbreaking Ceremony – August 12, 2024.
- Parks and Recreation fees were tabled at a previous meeting. The Parks and Recreation Department will be reaching out to community members for feedback. There will be a workshop in the fall to discuss the topic before a final decision is made.
- Visit www.FlaglerCounty.gov to view the transparency dashboard.
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils.
- Some features on the transparency dashboard include an aircraft noise abatement portal, information on capital projects with the funding mechanisms, and information on drainage projects.
- Upcoming meetings:

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- Workshop – August 5, 2024, at 2:00 p.m. in the Board Chambers.
- Joint BOCC and Planning Board Meeting – August 13, 2024, at 5:00 p.m. in the Board Chambers.
- Regular Meeting – August 19, 2024, at 5:00 p.m. in the Board Chambers.

ITEM 4A – RECOGNITIONS – 2024 FLAGLER COUNTY LEADERSHIP GRADUATES

Holly Albanese, Assistant County Administrator, clarified the Nexus Center groundbreaking ceremony is scheduled for August 12, 2024, at 10:00 a.m. Led the presentation with information on the Flagler County Leadership Academy. Stated the Leadership Excellence and Development (LEAD) classes are for senior management level members. Leadership Initiative for Tomorrow (LIFT) classes are for employee level members. Explained what the training modules covered and the class schedule for 2024. Guest speakers included Michael Lagasse, Kevin Snyder, and Tony Moore. Each graduate was provided a certificate in a padded folder and a challenge coin.

(Item 4a – Continued)

Leadership Excellence and Development (LEAD) 2024 Graduates:

- Devrie Paradowski
- Brian Eichinger
- John Brower
- Chris Torres
- Robert Vergara
- Taylor Phillips
- Pia Thomas
- Chet Lagana
- Percy Sayles
- Laura Valencia
- Carlos Hernandez

Leadership Initiative for Tomorrow (LIFT) 2024 Graduates:

- Brooklynn Riley
- Brandy Allen
- Jerry Smith
- Debra Morgan
- Carli Rodrigues

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- Leanne Burke
- Michael Catalano
- John Sierra
- Stephanie McMahon
- Mark Giblin
- Gina Friedman
- Arlene Rosado

Ms. Albanese recognized HR staff, Anita Stoker and Kelly Papa, for helping make the leadership program happen.

Commissioner Sullivan spoke in approval of the leadership program.

Chair Dance spoke about the importance of professional development and leadership growth. Thanked staff, administration, and praised the graduates.

ITEM 4B – PROCLAMATIONS – PURPLE HEART DAY – AUGUST 7, 2024

Commissioner Pennington read the proclamation.

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

Chair Dance called the question. Motion carried unanimously.

David Lydon, Veteran Services Officer, introduced Charlie Hanger as a Purple Heart recipient.

(Item 4b – Continued)

Charlie Hanger, Purple Heart recipient, called for any Purple Heart members in the audience to stand and be recognized. Thanked the BOCC for proclamation.

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ITEM 4C1 – PRESENTATIONS – AAA GUARDIAN OF LIFE AWARD PRESENTED TO TYSON LANDON FOR HIS COMMUNITY PROBLEM SOLVING (CMPS) MIDDLE DIVISION “ARRIVE ALIVE” PROJECT

Chair Dance stated the AAA Guardian of Life Award was to be presented to Tyson Landon by Jon Askins, FDOT District 5 Law Enforcement Liaison, but he was not able to be present today. Stated during the community traffic safety team meeting Mr. Landon presented his project that impacted Mr. Askins. Explained what the Guardian of Life Award is intended for. Noted the award recognizes those who make a difference in traffic safety and encourages everyone to be mindful of the duties to promote safe use of our Florida roadways. Stated the award is a coin and explained what is on the coin. Asked Mr. Landon where he is going to school.

Mr. Landon answered Matanzas High School.

Chair Dance stated Mr. Landon’s “Arrive Alive” project was presented when he was an eighth grader at Indian Trails Middle School. Asked Mr. Landon what his awards were.

Mr. Landon answered he received first place in an international competition at Bloomington, Indiana.

Chair Dance thanked Mr. Landon.

Commissioner O’Brien asked for clarification on what the “Arrive Alive” project consisted of.

Mr. Landon explained “Arrive Alive” was made to ensure students can arrive and depart from school safely because there were many safety hazards at Indian Trails Middle School. Stated he walks and bikes to school and was almost hit by a car.

Chair Dance asked for confirmation that the City of Palm Coast did safety upgrades.

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Mr. Landon explained there were upgrades made to the flashing beacon lights, which also made the school zone bigger.

The BOCC presented the award to Mr. Landon.

ITEM 4C2 – PRESENTATIONS – FLAGLER COUNTY FIRE RESCUE LIFE MISSION LIFELINE AWARDS

Chief Tucker, Flagler County Fire Rescue, started by thanking Mr. Landon for his efforts to prevent an accident. Explained the Mission Lifeline Gold Award from the American Heart Association recognizes an agency's system of care. The focus is on acute and high-risk life-threatening diseases. Stated an agency's system of care is more than just the emergency responders. Added the system of care includes the hospitals, stroke and cardiac centers, citizens, and the BOCC for providing the necessary resources. Stated a purchase order will be submitted for a Lucas CPR device. Presented the BOCC with the American Heart Association Gold Award for Mission Lifeline. Introduced Lieutenant Jon Moscovitz who oversees most of the community CPR programs and helps ensure the American Heart Association knows what Flagler County does.

Chair Dance spoke about the importance recognizing all the good work fire rescue personnel is doing.

ITEM 4C3 – PRESENTATIONS - FLAGLER COUNTY FIRE RESCUE LIFE SAVING AWARDS

Chief Tucker, Flagler County Fire Rescue, stated there are 15 individuals receiving a lifesaving award and some of them are present at today's meeting. Explained the life savings scenarios that happened. The following five fire rescue personnel were present:

- Javon Jones
- Carter Peters
- Alex Alvarez
- Evelyn Hendrickson

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- **Zach Suarez**

Chief Tucker thanked the BOCC.

Commissioner Hansen stated fire rescue had to respond to an emergency involving his wife last Thursday and praised them for a job well done.

Chair Dance noted the fire academy is a good program and thanked fire rescue personnel.

ITEM 4C4 – PRESENTATIONS - FLAGLER COUNTY 2024 NATIONAL COMMUNITY SURVEY RESULTS

Jorge Salinas, Deputy County Administrator, led the presentation. Stated Flagler County partnered with Polco, a company that owns the national community survey platform. Polco's partners include ICMA and National League of Cities. Explained the survey helps monitor trends, measure government performance, helps inform strategic planning budget decisions, and benchmark against other communities. Briefly spoke about the topics considered and evaluated in the survey. Stated this is the first time Flagler County conducted a national community survey. The survey was conducted using the following two sampling groups:

- First group was a random "probability sample" selected group countywide.
 - Open from March 1, 2024, to March 24, 2024.
 - Mailing approach was employed to 2,000 randomly selected households countywide.

(Item 4c4 – Continued)

- There were 317 total responses received on this sample.
- There was a 15% overall response rate.
- Results were statistically weighted to reflect Flagler County overall 95% confidence interval with a +/- 5% margin of error.
- The presentation included a geographical map showing where the randomly selected households were located.
- The second group was a countywide online open participation survey that was publicized by Flagler County.
 - Open from to all County residents March 29, 2024, to April 14, 2024.

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- The open-participation survey was identical to the random sample survey, with two updates. The updates included a question for the respondent to confirm they were a resident of Flagler County and asked where they heard of the survey.
- The online approach employed generated 1,197 total responses received.

Mr. Salinas stated the demographics of the survey respondents were compared to those found in the 2020 census and the 2022 American Community Survey estimates for adults in Flagler County. Spoke about the purpose of weighted survey data. The survey data was benchmarked against 500 communities across the nation representing the opinions of more than 50 million people. The presentation included an overview of Flagler County's survey results in each topics considered and evaluated. When compared to national benchmarks, Flagler County received 4 higher ratings, 89 similar ratings, and 29 lower ratings. The presentation included detailed information on the survey results of the following topics evaluated:

- Quality of Life
- Governance
- Economy
- Mobility/Transportation
- Natural Environment
- Education, Arts, and Culture
- Inclusivity and Community Engagement
- Parks and Recreation
- Safety
 - Law Enforcement
 - Fire and EMS Services
 - Emergency Preparedness
- Utilities
- Community Design

The presentation reflected the questions that were on the survey about resident participation in County functions. Briefly went over the survey results of resident participation. Spoke about the custom questions on the survey. Custom questions resulted in nearly all residents indicating they favored recreation facilities and amenities, followed closely by commercial businesses and light industrial businesses. More than half the respondents favored moderate growth and to pursue modest development in appropriate areas. Another custom question was designed to evaluate the importance of the BOCC's continued investment in certain categories. Community members ranked the following areas as their top seven options:

- Public Safety (Fire and Ambulance Services) – 98%
- County Street Repair and Maintenance – 98%
- Utility Infrastructure – 96%
- Storm Water Management – 95%

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- Public Safety (Law Enforcement) – 95%
- Government Transparency - 88%
- Beach Renourishment – 85%

(Item 4c4 – Continued)

Mr. Salinas provided a summary of the highest-performing areas and the lowest-performing areas.

Commissioner Sullivan stated safety has been the BOCC's number one goal, so it's nice to see that reflected in the survey results.

Chair Dance asked how the data will be used to look at the Strategic Plan and priorities for next year.

Mr. Salinas answered staff will look at the lower ranked areas to try and incorporate them into the Strategic Plan. Added some of the similar ranked areas can be included for improvement and the higher ranked areas will need to be maintained. Noted the overall feedback for Flagler County is good.

Chair Dance asked if Flagler County's survey results were compared to the City of Palm Coast's survey results.

Mr. Salinas answered the results have not been compared.

Chair Dance asked if the data can be disaggregated to see only the respondents from unincorporated Flagler County.

Mr. Salinas explained how City of Palm Coast residents were selected for the survey and noted he is unsure if the data can be separated.

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Chair Dance noted he does not want staff spending extra time to separate the data. Thanked Mr. Salinas for the presentation.

ITEM 4C5 – PRESENTATIONS – BEACH PRESENTATION

A motion was made by Commissioner Hansen to add the beach presentation as 4c5 to the agenda. Seconded by Commissioner Sullivan.

Chair Dance called the question. Motion carried unanimously.

Staff shared a video to show the current progress of the beach renourishment project.

Chair Dance spoke about the natural color of the sand being a combination of the orange coquina sand and grey sand. Asked if the tropical storm has affected the beach renourishment project.

(Item 4c5 – Continued)

Heidi Petito, County Administrator, answered she has not heard there has been any affects from the storm.

Chair Dance spoke about staff being proactive. Stated fencing has been expedited due to a report of sea turtles climbing the dunes.

ITEM 5A – COMMUNITY OUTREACH

The following Flagler County residents expressed concerns with the Flagler County Human Society:

- Wendy Trimarche - *Submitted a letter on file with the Clerk's Office*
- Susan La Roe
- Anne Thompson
- Cameron Orr

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- Celia Pugliese
- Scott Hunter
- Kathy Saris

The following Bulow Plantation residents expressed concerns with issues at Bulow Plantation:

- Sam Medjuck – *Submitted a petition on file with the Clerk's Office*
- Susan Maguire
- Mario Almeida – *Submitted images on file with the Clerk's Office*
- Greg Wynn
- Paul Loesch

Jody Bollinger, Hammock Community Association member, spoke about code violations that have been identified at Bronx House Pizza. Added Bartlett's restaurant advertises and operates as a mobile commercial kitchen but has no restaurant license. Asked if Bartlett's is permitted in the R/C District.

Janet Sullivan, Hammock resident, spoke about code violations that have been identified at Bronx House Pizza. Mentioned the Hammock Baptist Church committed a violation by removing two Oak trees and a Magnolia tree. Stated neighbors have been threatened with damage to their private property by customers of Bronx House Pizza. Commented on the noise generated by Bronx House Pizza.

Commissioner Pennington spoke about receiving complaints about animal control not wanting to pick up animals in District 4. Noted there is also an open case against animal control taking an injured animal to the Humane Society instead of providing medical care. Noted Flagler County pays animal control. Stated residents are not getting the expected services and animals are not getting the expected care.

(Item 5a – Continued)

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Commissioner O'Brien spoke about Flagler County becoming more populated, which leads to more animal intakes by the Human Society. Noted he does not know the Human Society's capacity, but believes they are over their capacity. Spoke about Flagler County paying the Humane Society, but there are no financial audits on their website.

Commissioner Sullivan stated he is on the Canvassing Board and there is a meeting today at 11:00 a.m. to count additional mail-in ballots. Stated it is unfortunate he must leave the BOCC meeting because there are general business items he wishes to discuss. Asked to table item 8a due to the fact it is in the middle of an election year. Mentioned he does not want to make any changes that would affect voting in any way, but he does like the second iteration of the bill. Further added that item 8a is not critical.

Commissioner Sullivan excused himself from the meeting.

Chair Dance thanked Commissioner Sullivan for his thoughts and asked if there are additional comments on the Human Society topic.

Commissioner Hansen stated he agrees with Commissioner O'Brien and Commissioner Pennington's comments on the Human Society. Suggested the BOCC take control and run their own Human Society.

Chair Dance spoke about the BOCC needing to make sure taxpayer funds are being spent wisely and appropriately since Flagler County pays the Human Society. Asked Ms. Petito if she has any suggestions.

Ms. Petito stated staff can reach out to the Human Society to schedule a meeting, but the Human Society is a non-profit with their own Board. Explained the BOCC technically does not have oversight responsibilities. Stated Flagler County pays the Human Society \$284,000 a year.

Commissioner Pennington suggested staff meet with the other municipalities to see if they are experiencing issues with the Human Society. Explained the City of Palm Coast has their own

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animal control, but they also take animals to the Flagler County Human Society. Recommended finding a solution for the animal control issue and looking for other options to take the animals.

Chair Dance stated he would be okay with a workshop or feedback from staff on how the BOCC can influence improvements in the Human Society.

Ms. Petito stated staff can work on finding a solution.

Chair Dance mentioned there is a meeting in September to further discuss the issues at Bulow Plantation. Stated the outdated water system issues are new issues brought forward since prior discussions.

(Item 5a – Continued)

Ms. Petito recommended inviting the Florida Department of Environmental Protection to the discussion since the BOCC has no authority over Bulow Plantation's water system. Reported there is a tentative workshop scheduled September 4th immediately following the first public hearing at 5:01 p.m.

Chair Dance stated the tentative workshop was to discuss the RV issues, but there is time to expand the agenda. Noted there is also time to research with the Health Department and DEP.

Ms. Petito agreed.

Chair Dance asked Ms. Petito to comment on the code violation issues at the Hammock.

Ms. Petito stated the public was hoping for weekly or bi-weekly updates regarding the code violations. Mentioned this could be problematic for staff because Flagler County only has two code enforcement officials. Reported Bronx House has discontinued the beer garden and outdoor entertainment. Bronx House is also aware of the outdoor seating capacity. Bronx House has

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submitted a special exception through the building department for the use of the parking lot. They intent to use the parking lot for valet parking.

Chair Dance asked if the infractions against the land development code are being addressed through the application process. Stated the application is an open process for the public to follow as well.

Ms. Petito answered she has not seen the application submittal for the special exception. Stated Bronx House wanted the special exemption for parking use, and they also wish to install fencing to protect Sanchez from vehicle headlights. The following issues were addressed:

- Bronx House confirmed there will be no more than 40 outdoor seats based on a maximum of 160 seats.
- Bronx House is aware special events require a permit 90 days prior to the event.
- Bronx House is aware food trucks are not permitted.
- Noted portalet issues are addressed by the Health Department.
- Staff contacted Waste Pro to reschedule the timing of garbage pick-up at Bronx House later in the day, so residential properties are not affected.
- Signs were put along A1A by FDOT to keep parking off A1A.
- Reiterated the expansion of the new parking lot requires special exception, which should have already been submitted.
- Clarified Bartletts operates as a mobile commercial kitchen which is licensed through the State of Florida. Bartletts falls under the same guidelines of no parking permitted on A1A.
- Staff is working with City of Palm Coast and the owner of Shape of Water to install and connect sewer lines. Shape of Water is required to do a building permit to change occupancy. Once Shape of Water has utilities the restaurant's zoning will change from residential to commercial.
- A notice of violation was issued for the land clearing at the former car wash parcel.

(Item 5a – Continued)

Commissioner Hansen spoke about making great strides with Bronx House to address the issues. Reiterated all the issues that have been fixed. Explained Bronx House is making a good faith effort.

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Chair Dance noted the Hammock Community Association (HCA) has meetings every month.

Commissioner Hansen stated he is at the HCA meetings every month to report.

Chair Dance asked if HCA members can reach out to Commissioner Hansen regarding issues.

Commissioner Hansen explained HCA members are supposed to bring the issues to his attention. Stated he has reported all the issues to Ms. Petito.

Chair Dance asked Commissioner Hansen if he has brought staff for support.

Commissioner Hansen answered yes and noted bringing the Growth Management Director, Adam Mengel, to previous HCA meetings.

Commissioner Hansen reiterated previous comments.

Chair Dance asked if anything needs to be addressed before doing the Land Development Code rewrite.

Commissioner Hansen answered the current calculations for parking is not adequate. Stated the septic field requirement will go away, which will allow for more parking.

There was extensive BOCC discussion.

There was BOCC consensus to have staff proactively look at the Land Development Code for potential modifications to parking and look for solutions that will help the Hammock. There was also BOCC consensus to have communications from the HCA addressed through Commissioner Hansen.

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Chair Dance asked Ms. Janet Sullivan to provide a list of all the issues needing to be addressed.

Ms. Petito asked for clarification on the Land Development Code rewrite.

(Item 5a – Continued)

Chair Dance answered staff can provide the updates to Ms. Petito and Ms. Petito can relay the suggestions at the next BOCC meeting.

Ms. Petito reported the owner of the development at 5359 N Ocean Shore Blvd was accessing their property though a Flagler County owned path off Hammock Dunes Parkway. The individual accessed the path by four-wheeler and some trees were removed. A stop work order was issued. The issue is being addressed and staff is working with the owner on a vegetation plan.

ITEM 5B – BOARD COMMENTS ON CONSENT ITEMS

Commissioner Pennington commented on consent agenda item 7g. Thanked Engineering for finding a solution for the intersection at CR 302 and CR 305.

Commissioner Hansen spoke about being happy to see consent agenda item 7d.

Chair Dance made positive comments on consent agenda item 7f, 7i, and 7j.

CONSENT AGENDA – ITEMS 6A THROUGH 7K

A motion was made by Commissioner Hansen to approve the Consent Agenda. Seconded by Commissioner O'Brien.

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Chair Dance called the question. Motion carried unanimously.

Ms. Petito mentioned Sheila Jordan with PACE is present this morning. Asked if the BOCC is inclined to let Ms. Jordan say a few words regarding approved consent agenda item 7j.

Sheila Jordan, Executive Director at PACE Center for Girls Volusia-Flagler, thanked the BOCC for their support.

Barb Girtman, Former Volusia County Council Representative, thanked the BOCC for the regional investment to PACE.

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

ITEM 6A – BILLS AND RELATED REPORTS

The report(s) of funds withdrawn from the County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in the compliance with the provisions of Section 136.03, Florida Statute as listed below:

(Item 6a – Continued)

- Disbursement Report for Week Ending July 5, 2024
- Disbursement Report for Week Ending July 12, 2024
- Disbursement Report for Week Ending July 19, 2024

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

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

- June 17, 2024, Workshop
- June 17, 2024, Regular Meeting

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**ITEM 7A – RATIFICATION OF FLAGLER COUNTY EMERGENCY
PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY DUE TO
SEVERE COASTAL EROSION AND VULNERABILITY:**

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

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency Due to Severe Coastal Erosion and Vulnerability.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: Flagler County has been under a declared state of local emergency due to Hurricane Matthew since October 4, 2016. During that time, other storms have struck the County exacerbating the damage to the dune system and compounding the exposure of public and private property on the barrier island to future storms and flooding. The County also declared local states of emergency for Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and Hurricanes Ian and Nicole (2022).

Due to the cumulative effect of the storms as well as tidal events, nor'easters, and erosion, Flagler County continues to be in the most precarious position relative to ocean flooding and storms in its history. Although the County has completed a series of emergency protective berm projects since Hurricane Matthew, public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts. FEMA and the Florida Department of Environmental Protection (DEP) have provided grant funding to stabilize portions of the coastline in the northern portion of the County. Additionally, the Florida Inland Navigation District provided the County in-kind assistance in the form of stockpiled sand meeting DEP standards for beach renourishment for the north County work completed earlier this year. Beachside HOAs also assisted the County in marshalling resources for the dune projects in the north County area.

As part of addressing the emergency, the Board adopted a long-term beach management plan assisted by an independent coastal engineer, the County's engineering staff and with input from residents and local HOAs. Furthermore, the County sought Congressional authorization to extend the scope of the Army Corps Feasibility Study to the north county beaches, for the benefit of offshore, dredged sand sources, among other reasons.

In pursuit of the broader plan, the County has continued to work with the Army Corps, the Florida Department of Transportation (FDOT), the City of Flagler Beach and others to further the Coastal Storm Risk Management beach and dune renourishment project in Flagler Beach ("CSRMP Project"). The Army Corps' contractor has commenced the CSRMP Project, and it will result in a renourished beach from the north border of Gamble Rogers State Park continuously to North 7th Street.

The County is also in the initial stages of extending the project northward from North 7th Street to Beverly Beach and continuing to Varn Park and staying south of the coquina hardbottom areas where a dredge project would have direct or indirect impacts. Staff currently refers to this project as "Phase 2." Initial work includes permitting and obtaining easements from landowners.

Continuing the state of local emergency will help the County with its ongoing and future efforts and allow the County to take any necessary emergency measures, including expedited procurement and the issuance of emergency administrative orders, as necessary, to restore, protect and maintain the dunes and beaches or any other viable buffer between the community and the Atlantic Ocean.

FUNDING INFORMATION: Funding in accordance with grant agreements with the Army Corps of Engineers, FEMA, FDOT and DEP

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

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(Item 7a – Continued)

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

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricanes Matthew, Ian and Nicole.

ITEM 7B – CONSIDERATION OF GRANT YEAR 2024-25 CONTRACT #C024-FCBCC, 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 \$325,727.24:

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

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

SUBJECT: Consideration of Grant Year 2024-25 Contract #C024-FCBCC, 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 \$325,727.24

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: The Community Care for the Elderly (CCE) grant in the amount of 325,727.24 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, with a funding increase from last year. A variety of services are provided by this grant including, but not limited to case management, home delivered meals, homemaking, personal care, respite, and Adult Day Care. Adult Day Care is normally provided through the David I. Siegel Day Center. Case management is provided by the 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. County match for this grant year is \$32,572.73. Additionally, seniors who receive services pay an income-based co-payment to accompany the services provided as outlined in state mandated guidelines.

STRATEGIC PLAN:

Focus Area: Public Health & Safety

Goal 1 -Increase resident awareness of services available thru Health and Human Services.

Objective PHS 1.1: Provide a range of educational programs.

FUNDING INFORMATION: Expenditures related to this grant, including the local match requirement of \$32,572.73 are included in the FY 2023-24 and Tentative FY 2024-25 budgets within the General Fund's Health and Human Services Division.

DEPARTMENT CONTACT: Joe Hegedus, Health & Human Services Director 586-2324 x3626

RECOMMENDATIONS: Request the Board approve the CCE Contract in the amount of \$325,727.24 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, within the Administrator's budget authority, approved as to form by the County Attorney.

ITEM 7C – CONSIDERATION OF GRANT YEAR 2024-25 CONTRACT #H024-FCBCC, HOME CARE FOR THE ELDERLY BETWEEN NORTHEAST FLORIDA AREA

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AGENCY ON AGING, D/B/A ELDELSOURCE, AND FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS IN THE AMOUNT OF \$33,368.34:

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

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

SUBJECT: Consideration of Grant Year 2024-25 Contract #H024-FCBCC, Home 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 \$33,368.34.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: The Home Care for the Elderly (HCE) grant in the amount of \$33,368.34 provides funding for the provision of care for elders in family-type living arrangements in private homes as an alternative to nursing homes or other institutional care settings. The program assists caregivers in maintaining clients living in private homes, through the provision of a basic subsidy for maintenance and supervision, as well as other necessary specialized services. Case management is provided by Senior Services case managers.

This is an annual grant that the county receives to provide oversight of the basic subsidy and specialized services provided to caregivers, monitoring and case management services. HCE is funded with state general funds. There is no match required for this grant.

STRATEGIC PLAN:

Focus Area: Public Health & Safety

Goal 1 -Increase resident awareness of services available thru Health and Human Services.

Objective PHS 1.1: Provide a range of educational programs.

FUNDING INFORMATION: Expenditures related to this grant are included in the FY 2023-24 and Tentative FY 2024-25 budgets within the General Fund's Health and Human Services Division.

DEPARTMENT CONTACT: Joe Hegedus, Health & Human Services Director 586-2324 x3626

RECOMMENDATIONS: Request the Board approve the HCE Contract in the amount of \$33,368.34 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, within the Administrator's budget authority, as approved as to form by the County Attorney.



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ITEM 7D – CONSIDERATION OF GRANT YEAR 2024-25 CONTRACT #Z024-FCBCC, ALZHEIMER DISEASE INITIATIVE BETWEEN NORTHEAST FLORIDA AREA AGENCY ON AGING, D/B/A ELDERSOURCE, AND FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS IN THE AMOUNT OF \$337,860.98:

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

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

SUBJECT: Consideration of Grant Year 2024-25 Contract #Z024-FCBCC, Alzheimer Disease Initiative between Northeast Florida Area Agency on Aging, d/b/a ElderSource, and Flagler County Board of County Commissioners in the Amount of \$337,860.98

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: The ADI grant, in the amount of \$337,860.98, 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. 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 with state general funds. Additionally, seniors who receive services pay an income-based co-payment for the services provided as outlined in state mandated guidelines.

STRATEGIC PLAN:

Focus Area: Public Health & Safety

Goal 1 -Increase resident awareness of services available thru Health and Human Services.

Objective PHS 1.1: Provide a range of educational programs.

FUNDING INFORMATION: Expenditures related to this grant are included in the FY 2023-24 and Tentative FY 2024-25 budgets within the General Fund's Health and Human Services Division.

DEPARTMENT CONTACT: Joe Hegedus, Health & Human Services Director 586-2324 x3626

RECOMMENDATIONS: Request the Board approve the ADI Contract in the amount of \$337,860.98 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, within the Administrator's budget authority, approved as to form by the County Attorney.

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ITEM 7E – REQUEST THE BOARD DECLARE ITEMS AS SURPLUS, REMOVAL FROM THE COUNTY FIXED ASSETS AND AUTHORIZE PURCHASING TO DISPOSE OF SURPLUS PROPERTY PURSUANT TO THE FIXED ASSET POLICY:

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

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

SUBJECT: Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Fixed Asset Policy.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: Pursuant to the provisions of Chapter 274, Florida Statutes, the Board of County Commissioners must declare items as surplus and authorize the disposal of all tangible personal property, owned by the governmental unit, of a non-consumable nature. The 2022 Ford Ambulance was listed as a total loss.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability

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

DEPARTMENT CONTACT: Robert Rounds, Purchasing Manager (386)-313-4097
Richard Zufelt, Property Control Agent (386) 313-4061

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

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ITEM 7F – REQUEST APPROVAL OF A BUDGET TRANSFER FROM THE RESIDENTIAL SOLID WASTE FUND (FUND 1405) RESERVES RELATED TO CONTRACTUAL INCREASE OF 5.3% AND ADDITIONAL NEW HOUSEHOLDS FOR FY 2024:

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

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

SUBJECT: Request Approval of a Budget Transfer from the Residential Solid Waste Fund (Fund 1405) Reserves Related to Contractual Increase of 5.3% and additional new Households for FY 2024.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: Per our contract with WastePro an automatic CPI increase of 5.3%. This increase is based upon the 12-month change in the Bureau of Labor Statistics. To cover the contractual increase, as well as the additional homes built throughout the year, we are requesting a transfer from the Residential Solid Waste Fund Reserves in the amount of \$180,000 to cover the cost of residential solid waste and any other end of year expenditures for the Residential Solid Waste Fund.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability
 - Objective EG 1.1 – Prioritize support and flexibility within budget to successfully navigate unforeseen expenses within a given fiscal year.
- Goal 2 – Build and Maintain Relationships to Support Effective & Efficient Government
 - Objective EG 2.2: Pursue policy, fiscal and legislative options to provide county leaders with the flexibility and tools needed to respond to the challenges associated with a growing community.

FUNDING INFORMATION: Funding in the amount of \$180,000 will be appropriated upon approval of the budget transfer from the Residential Solid Waste Fund Reserves, into account #1405-114-1462-534300-530-53-000-000-534006.

DEPARTMENT CONTACT: Mike Dickson, General Services Director (386) 313-4191

RECOMMENDATIONS: Request the Board to approve the budget transfer from Fund 1405 reserves and change order.



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ITEM 7G – CONSIDERATION AND APPROVAL OF THE FOLLOWING; 1) SUPPLEMENTAL AGREEMENT NO. 3 TO STATE FUNDED GRANT AGREEMENT (SFGA) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND FLAGLER COUNTY FOR THE ROADWAY STABILIZATION CONSTRUCTION OF COUNTY ROAD 90 FROM HICKORY STREET TO COUNTY ROAD 75 TO INCREASE AGREEMENT BY \$74,013; FDOT FINANCIAL PROJECT NO. 448759-1-54-01/02/03; 2) FOURTH AMENDMENT TO THE CONSTRUCTION AGREEMENT 22-0387B BETWEEN FLAGLER COUNTY AND HALIFAX PAVING, INC. FOR CONSTRUCTION OF SAFETY IMPROVEMENTS AT THE INTERSECTION OF CR 305 WITH CR 302 IN THE AMOUNT OF \$74,012.30:

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

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

SUBJECT: Consideration and Approval of the Following; 1) Supplemental Agreement No. 3 to State Funded Grant Agreement (SFGA) between the Florida Department of Transportation (FDOT) and Flagler County for the Roadway Stabilization Construction of County Road 90 from Hickory Street to County Road 75 to increase agreement by \$74,013; FDOT Financial Project No. 448759-1-54-01/02/03; 2) Fourth Amendment to the Construction Agreement 22-0387B between Flagler County and Halifax Paving, Inc. for Construction of Safety Improvements at the Intersection of CR 305 with CR 302 in the Amount of \$74,012.30.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: At the regularly scheduled meeting on April 3, 2023, the Board of County Commissioners approved the construction contract with Halifax Paving, Inc. for the County Road 90 Stabilization Project (from Hickory Street to County Road 75) Project. The initial project phase consisted of stabilizing County Road 90 from Old Hickory Road to County Road 305 (approximately 1.1 miles). The contract was subsequently amended to add storm drainage and roadway elements to the project scope, to allow the County to stabilize the remaining 2.2 miles (County Road 305 to 75) per previously approved plans and specifications, and to allow a partial release of contractor retainage funds.

Staff has coordinated with FDOT to secure additional grant funding for the CR 90 project to include the construction of safety improvements at the nearby intersection of CR 305 with CR 302. The subject Supplemental Agreement provides for additional grant funding for the project in the amount of \$74,013.

The contractor will install solar powered enhanced highway signage assemblies and pavement markings at CR 305 and CR 302 Intersection in accordance with design plans prepared by Kimley-Horn and Associates Dated May 2024. Staff selected Halifax Paving, Inc to perform the construction work based on time and cost savings realized due to proximity of the CR 90 Project to the subject intersection.

The above additional work will not result in any added Calendar Days to the project duration. The anticipated additional cost will be \$ 74,012.30, based on the fee schedule submitted by Halifax Paving, Inc.

FUNDING INFORMATION: Additional grant funds in the amount of \$74,013 will be provided via an FDOT Supplemental Amendment and will be appropriated in the Constitutional Gas Tax Fund (Fund 112) with an Unanticipated Revenue Resolution.

(Item 7g – Continued)

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1 – Provide quality fundamental infrastructure and assets.
 - Objective GI1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.
Measure GI 1.1.3: Coordinate with municipalities and FDOT to obtain grants to study traffic safety issues.
 - Objective GI 1.2: Expand and improve infrastructure to support commercial/ industrial and residential growth.
Measure GI 1.2.2: Make surface transportation improvements.

DEPARTMENT CONTACT: Hamid Tabassian, P.E., County Engineer (386) 313-4106

RECOMMENDATIONS: Request the Board: 1) approve the FDOT SFGA Supplemental Agreement No. 3 and adopt the Resolution authorizing the Chair to execute the Supplemental Agreement; 2) approve and authorize the Chair to execute the Fourth Amendment to a Contract Agreement between Flagler County and Halifax Paving, Inc. for Construction of Safety Improvements at the Intersection of CR 305 with CR 302 in the Amount of \$74,012.30; 3) authorizing the County Administrator to approve change orders or other project related documents, as approved by the County Attorney within the overall project budget; 4) Approve Unanticipated Revenue Resolution.

UNOFFICIAL

August 5, 2024
Regular Meeting

ITEM 7H – CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO STATE FUNDED GRANT SUPPLEMENTAL AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND FLAGLER COUNTY FOR COUNTY ROAD 302 / CANAL AVENUE FDOT FINANCIAL PROJECT NO. 446928-01-34-01 AND WORK AUTHORIZATION WA-16 WITH CRAWFORD, MURPHY TILLY (CMT) FOR ADDITIONAL DESIGN SCOPE OF SERVICES:

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

UNOFFICIAL

August 5, 2024
Regular Meeting

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

SUBJECT: Consideration of Approval of Supplemental Agreement No. 1 to State Funded Grant Supplemental Agreement between the Florida Department of Transportation (FDOT) and Flagler County for County Road 302 / Canal Avenue FDOT Financial Project No. 446928-01-34-01 and Work Authorization WA-16 with Crawford, Murphy Tilly (CMT) for additional Design Scope of Services.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: Through the Florida Department of Transportation (FDOT) Work Program process, application was made for funding to complete the design and permitting for roadway improvements along Canal Avenue from Forest Park Street to Coconut Boulevard. This section of roadway is currently unpaved and is vulnerable to flooding and instability during significant storm events.

The original State Funded Grant Agreement was approved by the Board on January 8, 2024. The design for the portion of the project between Forest Park and Coconut Boulevard is currently being developed under contract with Crawford, Murphy & Tilly (CMT)

Staff has coordinated with FDOT to secure additional grant funding for the project to extend the westerly limit of the project to the intersection with Water Oak Road. The subject Supplemental Agreement provides for additional grant funding for the project in the amount of \$35,000.00

A Work Authorization has been developed under Continuing Contract for Professional Services 21-016Q with Crawford, Murphy Tilly (CMT) to complete the design and permitting phase for the extended limit of the project between Coconut Boulevard and Water Oak Road.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1- Provide Quality Fundamental Infrastructure
 - Objective G1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.
 - Measure G1 1.1.3: Coordinate with municipalities and FDOT to obtain grants to study traffic safety issues.
 - Objective G1-1.2 Make surface transportation improvements.
 - Measure G1 1.2.2: Make surface transportation improvements.

FUNDING INFORMATION: Additional grant funds in the amount of \$35,000.00 are provided via the subject FDOT Supplemental Amendment and will be appropriated with an Unanticipated Revenue Resolution into the Constitutional Gas Tax Fund (Fund 1112).

DEPARTMENT CONTACT: Hamid Tabassian, P.E., County Engineer 313-4046

RECOMMENDATION: Request the Board (1) Approve the Supplemental Agreement No. 1 to the FDOT State Funded Grant Agreement, (2) adopt the Resolution authorizing the Chair to execute the Supplemental Agreement and Administrative Approval of any subsequent Supplemental Agreements and (3) Approve Work Authorization WA-16; and (4) Approve Unanticipated Revenue Resolution.

August 5, 2024
Regular Meeting

ITEM 7I – STIPULATED GLOBAL SETTLEMENT WITH THE CITY OF ORMOND BEACH AND U.S. CAPITAL ALLIANCE, LLC OVER DISPUTE RELATED TO THE 40 GRADE:

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

UNOFFICIAL

August 5, 2024
Regular Meeting

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

SUBJECT: Stipulated Global Settlement with the City of Ormond Beach and U.S. Capital Alliance, LLC Over Dispute Related to the 40 Grade

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: In October 2023, the City of Ormond Beach sued Flagler County and the master developer of the Hunter's Ridge DRI, U.S. Capital Alliance, LLC ("Developer"). The City sought an order from the Volusia County Circuit Court forcing the conveyance of conservation lands from the Developer to City and declaring void an access easement through the conservation lands, along the 40 Grade logging road, previously conveyed by the developer to the County.

To avoid the time and expense of litigation, in November 2023, the County invoked the mandatory procedures of the Florida Governmental Conflict Resolution Act, Section 164.1041, Florida Statutes (the "Act"). Circuit Judge Dennis Craig abated the court proceedings so that the City and County could work on resolving the dispute pursuant to the Act. On February 6, 2024, staff of the City and County, the Developer, and the Audubon Society conducted a conflict assessment meeting as required by the Act. This was followed by a joint meeting of the City Commission and County Commission on May 16, 2024.

The documents presented with this item implement the resolution proposed at the joint meeting. First, the County will deed its 40 Grade Easement back to the Developer. The Developer will then convey the conservation lands to the City free and clear of the County's access easement. The City and County will then record an Interlocal Agreement providing the County a 60 foot wide access easement to the 40 Grade so that the County may access its own conservation lands with heavy equipment for cutting fire lines, thinning timber, and conducting other conservation land management activities. The Interlocal Agreement also contains limitations and conditions on the County's easement rights to address concerns of the City. For example, the County may not pave the 40 Grade and must notify and coordinate with the City prior to placing any shell material along the roadway to stabilize it.

Exhibit D to the Global Settlement Agreement was not completed in time for the publication of this agenda. Exhibit D is the title policy for the conservation lands to be conveyed by the Developer to the City. The point of the policy is to show mineral rights do not burden the property. The parties will not execute the settlement until the policy is added to it.

STRATEGIC PLAN:

Effective Government Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government

Objective EG 2.3: Establish compatible policies, procedures, and other means to operate across county and municipal boundaries.

Growth & Infrastructure Goal 3 – Preserve & Enhance cultural, Recreational & Leisure Activities
Objective GI 3.1: Develop and implement a parks and recreation master plan in collaboration with municipalities.

Objective 3.2: Preserve and expand access to historic and unique natural areas.

August 5, 2024
Regular Meeting

(Item 7i – Continued)

FUNDING INFORMATION: There will be a modest cost for an escrow agent and the recording of the instruments in the Official Records of Volusia and Flagler Counties. Funding for these expenditures will be paid from the existing County Attorney's budget.

DEPARTMENT CONTACT: Sean Moylan, Deputy County Attorney

RECOMMENDATIONS: Approve the Stipulated Global Settlement and Authorize the Execution of the Settlement Instruments as Approved to Form by the County Attorney; Authorize the County Attorney to File Any Documents Necessary to Settle and Dismiss the Pending Lawsuit.

UNOFFICIAL

August 5, 2024
Regular Meeting

ITEM 7J – CAPITAL FUNDING REQUEST – NEW ‘PACE VOLUSIA-FLAGLER CENTER FOR GIRLS’ REGIONAL FACILITY, TO BE CONSTRUCTED AT 410 CLYDE MORRIS BLVD., ORMOND BEACH:

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

UNOFFICIAL

August 5, 2024
Regular Meeting

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

SUBJECT: Capital Funding Request – New 'Pace Volusia-Flagler Center for Girls' Regional Facility, to be Constructed at 410 Clyde Morris Blvd., Ormond Beach.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: The *Pace* Center for Girls requests \$250,000 Capital Funding for NEW educational and counseling facility, serving Volusia and Flagler Counties. The amount is pro-rated, reflecting the number of Flagler County youth served by the Center.

The *Pace* Center provides educational programs and counseling resources for girls from Flagler and Volusia counties, who would otherwise face higher rates of leaving school, of becoming teen moms, being subject to physical and mental illness, and of being arrested. 91% of girls served are at risk of poverty, home violence, low grades and truancy.

Pace Center for Girls currently leases a 100-year-old building at 208 Central Ave., Ormond Beach, critically limiting the ability to provide technology for security and instruction, which limits the number of clients that can be served, provides limited restroom spaces, and no suitable spaces for workforce-readiness learning. Roof damage during Hurricane Ian led to water damage, affecting interior structures and fixtures.

The new facility will provide classrooms and counseling space which can serve as many as 84 girls (an increase of 31%-61% over current capabilities) and will provide several firsts for the program: a computer-lab, and room to accommodate more Science, Technology, Engineering, Arts, and Math (STEAM) education and projects.

A 2019 study found that *Pace almost doubles the likelihood of girls being on track to graduate from high school as compared to girls with the same risk factors that did not attend Pace*, and the program has demonstrated success in curbing unemployment and involvement in the juvenile justice system.

STRATEGIC PLAN: Focus IV Public Health and Safety / Goal 4 – Expand Behavioral Health and Substance Abuse Programs / Objective PHS 4.1: Expand public-private partnerships to help remove barriers related to behavioral health access.

FUNDING INFORMATION: Funding for this project in the amount of \$250,000 has been identified from savings of existing American Rescue Plan Act (ARPA) projects.

Pace's overall project budget is \$6.5 Million. Funding sources, additional to Flagler County, include Volusia County, school district, private sources, and \$2.2 Million from the State of Florida. Potential grant opportunities for *Pace* include CDBG-DR and ARPA.

Due diligence on the land and site work has been completed, engineering and construction has not yet started. *Pace* estimates the completion date of the project is February 2026.

DEPARTMENT CONTACT: Jorge Salinas, Deputy County Administrator 386-313-4001

RECOMMENDATIONS: Staff recommends approval of funding request.

August 5, 2024
Regular Meeting

ITEM 7K – CONSIDERATION TO AWARD A COOPERATIVE PURCHASE AGREEMENT NO. 24-053PB TO PARTICIPATE IN THE MYFLORIDAMARKETPLACE NASPO CONTRACT NO. 43230000-NASPO-16- ACS TO PURCHASE CLOUD BASED PROCUREMENT SOLUTIONS FROM CARAHSOFT WHO OWNS OPENGOV:

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

UNOFFICIAL

August 5, 2024
Regular Meeting

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

SUBJECT: Consideration to Award a Cooperative Purchase Agreement No. 24-053PB to participate in the MyFloridaMarketplace NASPO Contract No. 43230000-NASPO-16-ACS to purchase Cloud Based Procurement Solutions from Carahsoft who owns OpenGov.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: As Flagler County continues to grow, the complexity of the County's procurement operations will continue to increase. The Office of Procurement and Contracts (OPC) must modernize its operations and deploy reliable technology to support a smooth procurement process and efficient procurement functions. OpenGov has been unanimously selected by the budget and procurement teams as the vendor capable of meeting our current and evolving future needs.

The OpenGov product is sold as Software As A Service (SAAS), which means the vendor is responsible for maintaining the software and updating versions as they become outdated. OpenGov commits 35% of annual revenues to research and development. As OpenGov enhances its products and introduces new features, they are incorporated into the annual subscription package and will be launched into the County's procurement suite. This will ensure that the County can capitalize on the latest technological advances in procurement solutions as they become available. OpenGov has over 550 government customers nationwide with over 100 customers in Florida. OPC staff has communicated with several Florida jurisdictions as part of the vetting process and each one gave OpenGov an exceptional reference both on their product and on their customer service. Some of the users that were part of OPC's reference check and due diligence are listed below:

- Volusia County
- Orange County
- Alachua County
- City of Clearwater

OpenGov has a current cooperative agreement through the National Association of State Procurement Officials (NASPO), onto which the County can/will piggyback.

Issues/Analysis: Anticipated benefits of OpenGov for procurement:

- Purpose-built comprehensive procurement suite to:
 - Develop solicitations through automation and pre-built templates with guided workflows.
 - Standardize proposal evaluation and bid award processes.
 - Streamline contract management and vendor management.
 - Advance performance reporting.
 - Maintain strong internal control systems and compliance.
 - Increased supplier outreach and competition by leveraging existing vendor pools from surrounding cities and counties that use OpenGov.
 - Standard solicitation summary reports that can support recommended contract awards for Board consideration.
 - Data-driven insights with dashboards, reports, and analytics to inform decision making and support results-driven contracting.
-

(Item 7k – Continued)

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

- Advances procurement best practices in compliance with the National Procurement Institute (NPI) achievement of Excellence in Procurement (AEP) program as a certified NPI partner.
- Opportunity for AI in the budget and procurement processes that empowers precise and efficient scope building by analyzing data and automating repetitive tasks.
- Collaboration and teamwork with a platform that allows colleagues and vendors to easily connect for streamlined communication and collaboration.
- Continuous innovation with automatic upgrades, fixes, and feature enhancements delivered seamlessly to the platform.
- The use of OpenGov is expected to yield substantial returns on the investment by fostering a more dynamic, efficient, and high-performing process for procurement and contracts. With the efficiencies gained through the use of OpenGov, staff will be able to deliver an enhanced level of service to all County departments.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government
 - Objective EG 2.2: Pursue policy, fiscal and legislative options to provide county leaders with the flexibility and tools needed to respond to the challenges associated with a growing community.

FUNDING INFORMATION: The \$25,995.24 initial funding for implementation and starting costs is available within the FY 2024-25 Budget and the ongoing annual cost of \$49,783.79 plus 5% each additional year will be included within future year budgets

DEPARTMENT CONTACT:

Robert Rounds, Procurement and Contract Services Manager (386) 313-4097
E. John Brower, Financial Services Director (386) 313-4036

RECOMMENDATIONS: Approve the award of Cooperative Purchase Agreement No. 24-053PB, as approved to form by the County Attorney, to participate in the NASPO ValuePoint Contract No. 43230000-NASPO-16-ACS to purchase Cloud Based Procurement Solutions from OpenGov.

August 5, 2024
Regular Meeting

GENERAL BUSINESS

**ITEM 8A – RESOLUTION PROHIBITING THE PLACEMENT OF CERTAIN
OBJECTS ON COUNTY PROPERTY:**

The following was requested by Heidi Petito, County Administrator:

UNOFFICIAL

August 5, 2024
Regular Meeting

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

SUBJECT: Resolution Prohibiting the Placement of Certain Objects on County Property.

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: This item was tabled from the Board's July 15, 2024, regular meeting at which the Board asked staff to remove references to disruptive behavior from the resolution and to instead focus on physical prohibition designed to ensure the safety and convenience of visitors to county property. The resolution is an attempt to establish basic ground rules to prevent disruption to visitors to county properties and facilities by those engaged in First Amendment activities. The County must balance the right of free speech with the right of residents and visitors to enter upon and utilize County properties and facilities. The attached resolution imposes reasonable time, place, and manner restrictions on the use of County property and facilities.

After the Board tabled the item, the Supervisor of Elections expressed concerns that without the ability to have chairs, tents, coolers, etc. at early voting sites, individuals may be exposed to prolonged high temperatures. Therefore, staff is presenting two resolutions for the Board's consideration. The first follows the discussion of the Board at the July 15 meeting by removing references to disruptive conduct and focusing specifically on the objects that may not be brought onto County properties.

The second resolution addresses the concerns of the Supervisor of Elections by allowing such objects at early polling sites, but only from one hour before the polls open to one hour after the polls close. In addition, the objects cannot impede the flow of vehicles or pedestrians.

Both resolutions prohibit the use of amplified sound such as bullhorns. Lastly, both resolutions contains exemptions, such as for County sponsored or County sanctioned events. In addition, the prohibitions do not apply to visitors to County parks.

STRATEGIC PLAN:

Effective Government

Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government

EG 2.1: Create a culture of collaboration with municipalities and community partners.

Goal 3 – Provide an Excellent Customer Experience

EG 3.5: Promote a responsive, proactive and transparent government that is open, participative and encourages citizen engagement.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Heidi Petito, County Administrator (386) 313-4001

RECOMMENDATIONS: Adopt Resolution Prohibiting Disruptive Behavior on County Property.

August 5, 2024
Regular Meeting

Sean Moylan, Deputy County Attorney, explained this discussion was tabled at a previous meeting to remove any references in the resolution regarding disruptive behavior.

(Item 8a – Continued)

Mr. Moylan noted the current resolution only refers to physical objects and the use of amplified sound. Reiterated Commissioner Sullivan's wish to table the resolution. Asked Ms. Albanese to speak about the early voting site at the library in Palm Coast.

Holly Albanese, Assistant County Administrator/Library Director, stated the library is the largest early voting site in Flagler County. Spoke about the library becoming congested during early voting and people stay all day with tents, chairs, and coolers. Stated in the past, tents have been set up overnight. Added there has also been arguments between citizens, potential fights, car accidents, and hazardous parking. Explained the Supervisor of Elections can only control what goes on within the 150-foot mark, and outside that mark it is up to library staff. Stated the library is a limited public forum which mean staff can only limit time, place, and manner. Mentioned she does not want to interfere with the election or voter rights. Stated it is okay if the resolution is not approved today because the timing for tents will be limited. Tents will not be allowed until one hour before polls open and they must be taken down within one hour after polls close.

Mr. Moylan reminded the BOCC that a resolution was already adopted years ago prohibiting overnight parking and the use of oversized vehicles on County property. Provided an example of what would be prohibited. Clarified any rule being imposed by the BOCC is without any regard to the viewpoint of the person who is speaking, and the rules apply universally across the board. Stated Florida Statute 102.031(4)(e) says the owner of a facility that is a polling site cannot prevent the solicitation of voters outside of the 150-foot no solicitation zone. Added the Division of Election issued an opinion that says the use of signage is a way of soliciting voters, so the BOCC cannot prohibit signage out of the 150-foot zone. Reiterated staff can impose reasonable time, place, and manner restrictions.

Commissioner O'Brien reiterated all the current restrictions in place and asked why the resolution is needed.

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Mr. Moylan clarified the resolution does not apply only to polling sites. Provided examples of how the resolution could help at other County owned property.

Commissioner Hansen asked Mr. Moylan to speak about the state statute going into effect in October.

Mr. Moylan stated the new law will prohibit sleeping and overnight camping on public property. Provided examples of what would be considered evidence of overnight camping. Stated if someone tried to camp out at the library overnight, it will be prohibited October 1st.

Chair Dance noted Ms. Albanese already indicated she can regulate time limitations.

Mr. Moylan confirmed that is correct.

Commissioner Hansen asked how the resolution can be enforced.
(Item 8a – Continued)

Mr. Moylan stated the resolution will allow staff to ask people to follow the rules, and if someone refuses, they will be trespassed. If someone is trespassed from the property, then a Sheriff Deputy would become involved.

Commissioner Pennington asked if the current resolution can be amended. Mentioned a tent has caught wind before and landed on someone's vehicle. Stated the resolution can also stop people from setting up business on County property.

Mr. Moylan confirmed the resolution can be modified to conform to the BOCC's motion and vote. Clarified the no camping law starting October 1st does not explicitly prohibit tents. It prohibits sleeping on public property which is evidenced by having a tent.

Chair Dance opened public comment.

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Sharon Demers, Republican State Committee women, warned the proposed resolution infringes on freedom of speech and could lead to injury and hospitalization of the elderly volunteers. Spoke about a similar resolution in New Smyrna Beach that was challenge in court by a candidate. Explained the court allowed the candidate to have their truck with large signage outside of the 150-foot zone. Commented on beach renourishment.

Celia Pugliese, Flagler County resident, spoke in disapproval of the resolution.

Chair Dance closed public comment.

Chair Dance stated the resolution could be interpreted wrong and could appear it was specifically created to counter people or activity. Suggested tabling the resolution until after the election in November.

Commissioner Pennington agreed the resolution was presented at the wrong time. Stated if the resolution comes back later, the amplified sound and taking residency at a government building should be addressed. Reiterated public building stewards, like Ms. Petito and Ms. Albanese, can erect regulations and enforce trespassing if needed.

Chair Dance asked Mr. Moylan to confirm amplified sound regulations are reasonable.

Mr. Moylan stated there could be findings on amplified sound being disruptive.

Chair Dance stated disruptive sound is not required to be in an ordinance to be enforceable.

(Item 8a – Continued)

August 5, 2024
Regular Meeting

Mr. Moylan stated the resolution could be brought back to the BOCC with modifications and more particularized rules.

Commissioner O'Brien suggested modifying the language in section 2(b) of the revised resolution because it only refers to early voting.

A motion was made by Commissioner O'Brien to table item 8a, resolution prohibiting the placement of certain objects on County property, until after November. Seconded by Commissioner Hansen.

Chair Dance opened public comment and there was none.

Chair Dance called the question. Motion carried unanimously, 4 to 0.

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August 5, 2024
Regular Meeting

ITEM 8B – TERMINATION OF LEASE OF HISTORIC COURTHOUSE WITH FIRST BAPTIST SCHOOL OF PALM COAST AND INTERLOCAL LEASE AGREEMENT WITH THE SCHOOL DISTRICT OF FLAGLER COUNTY:

The following was requested by Heidi Petito, County Administrator:

UNOFFICIAL

August 5, 2024
Regular Meeting

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

SUBJECT: Termination of Lease of Historic Courthouse with First Baptist School of Palm Coast and Interlocal Lease Agreement with the School District of Flagler County

DATE OF MEETING: August 5, 2024

OVERVIEW/SUMMARY: The First Baptist Church of Palm Coast has leased the Historic Courthouse in downtown Bunnell from Flagler County since 2015. The lease term expires June 30, 2025. However, the church has completed the construction of its own facility in Palm Coast and will no longer need the courthouse after the end of the current school year. The Board first considered terminating the Lease at its January 8 and February 5, 2023, regular meetings. However, at that time, the Board took no action as there was no new tenant prepared to take the place of the First Baptist School.

Since that time, the School District of Flagler County has expressed an interest in leasing the facility. The School Board conducted an initial workshop on the matter and directed its staff to work with County staff on a proposed lease. County staff are presenting an initial draft of the proposed lease and seeking authorization to continue negotiations and any direction the Board wishes to give.

Major deal points of the new lease as presently written are as follows:

- Two-year initial term, followed by options to renew for two additional five-year terms.
- Option to assume maintenance on any anniversary date and reduce rent to cover County's insurance costs.
- Option to purchase after initial two-year term. Property would be deed restricted for public purpose use only and to preserve historic façade.

STRATEGIC PLAN:

Focus Area: Effective Government

Objective EG 2.1: Create a culture of collaboration with municipalities and community partners.

Focus Area: Growth & Infrastructure

Objective GI 3.2: Preserve and expand access to historic structures and unique natural areas.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Heidi Petito, County Administrator (386) 313-4001

RECOMMENDATIONS: Consider the request of First Baptist Church of Palm Coast and authorize staff to continue negotiations with staff of the School District.

UNOFFICIAL

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Heidi Petito, County Administrator, explained the current tenant intends to vacate the historic courthouse August 2024, but the lease term does not expire until June 30, 2025. Stated the Flagler County School Board has a desire to use the facility. Asked the BOCC to consider the request of First Baptist Church of Palm Coast and authorize staff to continue negotiations with School District staff.

(Item 8b – Continued)

Ms. Petito stated the School Board has maintenance staff, but they might want county staff do the maintenance at the historic courthouse.

Commissioner O'Brien asked for clarification.

Ms. Petito clarified the request is to terminate the lease for First Baptist Church of Palm Coast.

Commissioner O'Brien asked when the termination of the lease would become effective.

Ms. Petito stated the effective date will be at the end of the month on August 31st.

Commissioner O'Brien stated there will be no lease with the School Board once the lease with First Baptist Church of Palm Coast is terminated.

Ms. Petito explained the School Board has a workshop next week and the intention is to bring the new lease to the BOCC at the next regular BOCC meeting, August 19th, for consideration.

Commissioner O'Brien mentioned concerns with their being a gap in receipt of rental payments.

Ms. Petito stated the goal is to have no gaps.

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Commissioner O'Brien spoke in disapproval of terminating lease without compensation or enforcing the lease provisions. Cautioned building maintenance could become costly.

A motion was made by Commissioner Hansen to approve item 8b, termination of lease of historic courthouse with First Baptist School of Palm Coast, as long as it coincides with the renewal of a lease with the School Board. Seconded by Commissioner O'Brien.

Chair Dance clarified the motion by explaining if the School District delays a decision in August, then the lease termination for First Baptist will not be effective until September.

Commissioner Hansen confirmed that was the intent of the motion and added the motion implies Ms. Petito has the authority to make negotiations with the School Board.

Chair Dance clarified the language in the ILA page 3 in section 5(e) states 108 days, but it should state 180 days.

(Item 8b – Continued)

Ms. Petito confirmed the language should state 180 days.

Chair Dance recommended putting the numerical amount next to the written-out amount. Stated there needs to be conversation about the long-term use of the historic courthouse. Spoke about being okay with giving the option to purchase to another government agency, but there should be some connection with the Historical Society.

Commissioner Pennington stated the School Board is looking to offer the Historical Society use of the vault room in the historic courthouse.

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Ms. Petito mentioned the Historical Society could possibly utilize the SMA access center next to the historic courthouse once the SMA men's facility project is completed.

Chair Dance opened public comment.

Celia Pugliese, Flagler County resident, spoke about the historic courthouse needing to be preserved and noted maintenance fees are costly. Asked how much the rent for the building is and if rent covers maintenance expenses. Stated concerns with the School Board not preserving the historic courthouse.

There was brief discussion about the costs being public record.

Chair Dance closed public comment.

Chair Dance called the question. Motion carried unanimously, 4 to 0.

PUBLIC HEARINGS

ITEM 9 – None

ITEM 10A - COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Petito reported the following:

- An application was submitted to FDEP for the Trail Go Grant, which required a letter of support from the Chair. No financial match is required but there is an in-kind match needed of \$25,000, which will come from staff labor and use of our equipment. Request was submitted for repairs to Lehigh Trail to the elevated boardwalk and for some maintenance equipment. If the grant is received, it will be brought back to the BOCC for acceptance.

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- Staff is scheduled to make a presentation at the Dunes District Board this Friday at 9:30 a.m. to discuss consideration of potential funding to aid in beach nourishment efforts through a potential bridge surcharge.

(Item 10a – Continued)

- Information came in during this meeting regarding the current condition of the beach. There is some escarpment, and the project has been put on hold. There is anticipation to start back up Wednesday, and the loss of sand is being calculated.

ITEM 10B - COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed reported the following:

- Mentioned the PACE state agency and noted the BOCC has the authority to appoint a member, any resident of Florida. Whoever is appointed can appoint a fourth Board member in conjunction with the representation from the City of Kissimmee. Spoke about the bill signed by the Governor. Stated there is still controversy concerning the Florida PACE Agency. Explained before deciding to make an appointment, he would like an opportunity to use the FAC policy development process which is underway now to identify legacy issues. The policy position is due to FAC by August 9th. Requested the BOCC grant authority to work on a policy statement for adoption by the FAC which would come in the fall in time for the legislative session that commences next March. Requested permission to consult with various counties. Noted he is a member of a work group of county attorneys working on PACE issues.

Commissioner Hansen mentioned he received a letter last week notifying him that he was appointed to a policy committee.

There was BOCC discussion regarding the policy committees.

There was BOCC consensus granting Mr. Hadeed the authority to work on a policy statement for adoption.

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Commissioner Hansen asked about the policy submission rules.

Mr. Hadeed stated the county makes the submission.

Chair Dance agreed.

Mr. Hadeed explained one of the Commissioners may have to appear and will have opportunity to speak to the committee members.

ITEM 10C – COMMUNITY OUTREACH

None

ITEM 10D – COMMISSION REPORTS/COMMENTS/ACTION

Commissioner Hansen stated he believes there will be no issues at the library during the election.

Commissioner Pennington disagreed with Commissioner Hansen and explained how the tents could be a risk. Stated there is nothing in place to protect public buildings from people setting up their own business out front. Reported district 4 is doing well right now.

Chair Dance congratulated Commissioner O'Brien for receiving the Lifetime Achievement Award from the Chamber of Commerce. Stated he is glad to be addressing the Bulow Plantation issues but is dishearten to hear the new issues. Noted the water quality tests are public record.

Commissioner O'Brien asked if Bulow Plantation's utilities are regulated through the State.

August 5, 2024
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Chair Dance answered yes.

There was BOCC discussion on water quality regulations and reporting.

Ms. Petito stated she will look for the information on FDEP's portal.

Chair Dance cautioned everyone to stay safe during the storm conditions.

ADJOURNMENT

The meeting was adjourned by consensus at 12:03 p.m.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Andrew S. Dance
Chair

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 5, 2024

WORKSHOP

Present: Chair Andrew Dance, Vice Chair Leann Pennington, Commissioners Gregory Hansen, David Sullivan, Donald O'Brien, County Administrator Heidi Petito, Deputy County Attorney Sean Moylan, and Deputy Clerk Tiffani Smith

ITEM 1 - CALL TO ORDER

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

ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 3 - WELCOME: FLAGLER COUNTY BOARD CHAIR

Chair Dance welcomed everyone.

ITEM 4 - BUDGET DISCUSSION

Brian Eichinger, Budget Manager Financial Services, led the discussion with a presentation on the following:

- **Prior Budget Meeting Dates**
- **Important Meeting Dates**
 - **Capital Improvement and Final Proposed Budget Adoption – August 5, 2024, at 2:00 p.m.**
 - **1st Public Hearing – September 4, 2024, at 5:01 p.m.**
 - **2nd Public hearing – September 16, 2024, at 5:30 p.m.**
- **Strategic Priorities**
 - **Effective Government**
 - **Economic Vitality**
 - **Growth & Infrastructure**
 - **Public Health & Safety**

Asked if the BOCC has any direction or changes they would like to make.

August 5, 2024
Workshop

Chair Dance noted he has no changes since the last budget discussion.

Commissioner Hansen praised Mr. Eichinger and County Administrator Petito for doing a great job creating a strategic budget.

Commissioner Sullivan echoed Commissioner Hansen and commented on capital improvement funding.

ITEM 5 – CAPITAL IMPROVEMENT PLAN DISCUSSION

Brian Eichinger, Financial Services, led the discussion with a presentation on the Capital Improvement Program for fiscal year 2025. The presentation included information on the following:

- Capital Preservation Projects - Fund 1187
 - Energy Plant Cooling Towers (GS24CIP03)
 - Funding Source: General Fund - \$250,000
 - HVAC Replacement - Various Facilities
 - Funding Source: General Fund - \$75,000
 - HVAC Niagra Controls Update
 - Funding Source: General Fund - \$95,000
 - ADA Projects per Transition Plan
 - Funding Source: General Fund - \$75,000
 - GSB Carpet Flooring 2nd Floor
 - Funding Source: General Fund - \$150,000
 - Roof Replacement – Palm Coast Library
 - Funding Source: General Fund - \$437,000
 - Additional Funding for JC Flooring 1st Floor (GS23007)
 - Funding Source: General Fund - \$73,500
 - Additional Funding for JC Flooring 2nd Floor (GS23008)
 - Funding Source: General Fund - \$16,000
 - Bing’s Master Plan Improvements (Split Funded)
 - Funding Source: General Fund (Split Funded) - \$200,000
 - Health Department HVAC
 - Funding Source: General Fund - \$350,000
 - Carver Gym Flooring
 - Funding Source: General Fund - \$200,000

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- Fire Training Tower Repairs
 - Funding Source: General Fund - \$130,000
- Princess Place Pool, Fence, and Cover
 - Funding Source: General Fund - \$400,000
- Civic Arena Upgrade Sound System
 - Funding Source: General Fund - \$40,000

Commissioner Hansen asked for information on the Bing's Master Plan Improvements.

Heidi Petito, County Administrator, noted the settlement agreement with Captains BBQ at Bings. Stated there was agreement to use the opportunity to do a site plan and work with the user groups. Explained the Bing's funding referenced in the presentation is part of that.

Commissioner Pennington asked for information on the Princess Place pool funding.

Ms. Petito explained the pool at Princess Place used to be enclosed but is now open to outdoor elements, and in need of repair. Spoke about the plan to repair the pool, put fencing around it, and cover it with a roof.

Commissioner Pennington asked if the pool is utilized.

Ms. Petito answered no and explained the pool is historic.

Commissioner Hansen asked if the pool is the first in-ground pool built in the County.

(Item 5 – Continued)

Ms. Petito answered it is the first in-ground pool in the State of Florida. Noted it is artesian fed.

Commissioner Pennington stated she will defer to the other Commissioners on the decision to preserve the historic pool.

There was brief BOCC comments on needing to get the fence around the pool.

Chair Dance asked if there are any bid specifications yet for the restorations.

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Ms. Petito commented the project is several years in the making. Stated staff reached out to the architect who helped with the restoration of other projects to help configure estimated costs. Explained the largest portion of the project is addressing the pool restoration, and not necessarily the fence and cover.

Commissioner Pennington commented on deferred maintenance needing to be addressed at the parks being utilized.

Chair Dance spoke about the fencing being important because of safety and liability.

Commissioner Pennington reiterated the funds could be used for other projects.

Chair Dance asked for a presentation on the pool restoration.

Commissioner Sullivan suggested adding an entrance/exit door on the east side of the Palm Coast public library to be used by voters during the elections. Explained the door will separate voters from others wanting to use the library through the main entrance.

Commissioner Hansen stated the additional entrance will extend the 150-foot zone.

There was continued BOCC discussion on improvements to the Palm Coast library.

Chair Dance stated he has no issue with staff looking at the 150-foot mark to see if an additional entrance is feasible.

Commissioner Sullivan commented on separating the parking during the elections.

Commissioner Hansen noted Commissioner Sullivan's suggestion would eliminate tents on one side of the library.

(Item 5 – Continued)

Mr. Eichinger continued the presentation on the Capital Improvement Program for fiscal year 2025 and provided the following information:

- New Construction Projects – Fund 1316
 - Emergency Preparedness Shelter (Cattleman’s Hall)
 - Funding Source: Legislative Grant - \$10,000,000
 - Conservation Lands
 - Funding Source: Legislative Grant - \$10,000,000
 - Fire Flight Hangar Office Expansion
 - Funding Source: General Fund - \$350,000
- 1/2 Cent Sales Tax - Fund 1311
 - Court Jail Security Control Retrofit (IT)
 - Funding Source: ½ Cent Sales Tax - \$882,000
- Impact Fee & Other Fund Projects
 - Bing’s Master Plan Improvements (Split Funded w/ General Fund)
 - Funding Source: Impact Fee Zone 1 / D1 / Vessel Registration - \$300,000
 - 4-H Barns
 - Funding Source: Impact Fee Zone 3 - \$240,620
 - Malacompra Disc Golf & Restroom
 - Funding Source: Beachfront Parks - \$275,000

Chair Dance asked for a status update on the Wadsworth Skatepark improvements. Asked if the money for the skatepark from last year is still available.

Michael Dickson, General Services Director, answered the money is still there.

Chair Dance stated there was supposed to be itemization on the costs for a concrete skatepark.

Mr. Dickson stated he can bring the information to the BOCC.

Chair Dance asked for an estimated cost.

Mr. Dickson answered approximately \$1.5 million.

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Chair Dance noted the cost would require a 5-year plan.

Mr. Dickson noted the cost could be up to \$3 million depending on which version of the project is constructed.

Chair Dance asked Mr. Dickson if he is waiting to replace the equipment at the skatepark.

Mr. Dickson stated the current equipment has been brought up to date but will not be replaced until a plan is finalized.

Chair Dance stated he would like to bring the skatepark discussion back so he can determine if money will need to be set aside for that project.

Mr. Dickson stated he can provide information.

(Item 5 – Continued)

Commissioner Sullivan asked if an expansion of the Supervisor of Elections Office (SOE) would show in the BOCC's capital improvement plans.

Mr. Eichinger answered he believes the expansion project is on the unfunded list.

There was continued BOCC discussion on the SOE's space expansion.

Heidi Petito, County Administrator, noted there might be an issue with the SOE's office expansion encroaching on wetlands.

Commissioner Sullivan spoke about needing to expand the SOE's space. Stated he does not see any specific information.

Ms. Petito explained the SOE has not requested specific square footage yet, but they mentioned wanting an additional 80,000 square feet.

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Commissioner Sullivan noted the number of square feet the SOE wants is too big. Stated the BOCC needs to consider the expansion a future possibility because population and the number of voting machines needed is growing.

Commissioner Pennington noted the Cattleman's Hall will become another early voting site.

There was continued BOCC discussion on additional space for the SOE.

Chair Dance asked if the BOCC can request the millings back from the contractors doing road resurfacing jobs for Flagler County. Noted the millings can be used to stabilize dirt roads.

Mr. Dickson answered he does not know the answer.

Chair Dance stated recycling the millings is a viable way to enhance the dirt roads. Stated other counties were able to reclaim the millings in their resurfacing projects to be reused.

Mr. Dickson stated he will reach out to Clay County to ask how the recycled millings are utilized.

Commissioner Hansen asked Mr. Dickson to speak about the Malacompra disc golf & restroom project.

Mr. Dickson answered the restroom portion of the project is for adding additional restrooms.

Commissioner Hansen asked where the disc golf at Malacompra will be.

(Item 5 – Continued)

Mr. Dickson answered the disc golf will go behind the pickleball area.

Commissioner Hansen noted the parking for disc golf will be at the community center.

Mr. Dickson answered yes and stated additional parking will be developed.

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Chair Dance asked if the vegetation has already been removed.

Mr. Dickson stated the vegetation has been mowed but will need to be mowed again.

Commissioner Hansen asked if there are trees.

Mr. Dickson answered no.

Commissioner Pennington asked about the County Road 205 project.

Ms. Petito asked County Engineer Hamid Tabassian to speak about the road projects and the question regarding millings.

Commissioner Hansen mentioned residents complained about the odor when millings were used on County Road 75.

Commissioner Pennington stated there are concerns with County Road 205 failing and being rough to drive on.

Hamid Tabassian, County Engineer, stated County Road 205, north of State Road 100, where it makes a turn is scheduled for construction. Asked Commissioner Pennington if she is referring to the paved area.

Commissioner Pennington answered yes and asked for clarification on the project.

Mr. Tabassian explained the project is for resurfacing the paved portion of County Road 205 and the project stops at the dirt road.

Commissioner Pennington asked to see the project area on a map.

Mr. Tabassian agreed to look at the area on a map with Commissioner Pennington.

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There was brief, continued, discussion on the County Road 205 resurfacing project.

Commissioner Pennington asked if the design for Forrest Park Street will be this year.

(Item 5 – Continued)

Mr. Tabassian answered yes and noted the design is for south end of County Road 2006 on the south end to State Road 100.

Commissioner Pennington asked if the design for Jungle Hut Road will be this year.

Mr. Tabassian answered yes and noted the design is for State Road A1A to the end at the beach access point.

Commissioner Pennington stated she was unsure where the projects were located and would like to see them mapped out.

Commissioner Hansen mentioned Jungle Hut Road is a scenic highway.

Commissioner Sullivan asked for clarification on the John Anderson project.

Mr. Tabassian stated the project is for a subdivision on John Anderson.

Ms. Petito reiterated the project is for a subdivision on the west side of John Anderson.

Commissioner Sullivan asked if Flagler County recently paved John Anderson up to the County line.

Ms. Petito answered yes and explained the project is for resurfacing the residential side streets off John Anderson.

There was continued BOCC discussion about the resurfacing project off John Anderson.

Chair Dance opened public comment and there was none.

ITEM 6 – DISCUSSION

Commissioner Hansen spoke about wanting to see specific information on the pool restoration project.

Chair Dance agreed.

Commissioner Hansen stated the pool fencing is critical. Noted he would like to see the pool restoration done.

Commissioner Sullivan stated he would also like to see to see specifics on the pool restoration project.

ITEM 7 – PUBLIC COMMENT

Chair Dance called for public comment at the end of item 5.

ITEM 6 – ADJOURNMENT

The meeting was adjourned by consensus at 2:39 p.m.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

August 5, 2024
Workshop

Tom Bexley
Clerk of the Circuit Court & Comptroller

Andrew S. Dance
Chair

UNOFFICIAL

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency Due to Severe Coastal Erosion and Vulnerability.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: Flagler County has been under a declared state of local emergency due to Hurricane Matthew since October 4, 2016. During that time, other storms have struck the County exacerbating the damage to the dune system and compounding the exposure of public and private property on the barrier island to future storms and flooding. The County also declared local states of emergency for Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and Hurricanes Ian and Nicole (2022).

Due to the cumulative effect of the storms as well as tidal events, nor'easters, and erosion, Flagler County continues to be in the most precarious position relative to ocean flooding and storms in its history. Although the County has completed a series of emergency protective berm projects since Hurricane Matthew, public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts. FEMA and the Florida Department of Environmental Protection (DEP) have provided grant funding to stabilize portions of the coastline in the northern portion of the County. Additionally, the Florida Inland Navigation District provided the County in-kind assistance in the form of stockpiled sand meeting DEP standards for beach renourishment for the north County work completed earlier this year. Beachside HOAs also assisted the County in marshalling resources for the dune projects in the north County area.

As part of addressing the emergency, the Board adopted a long-term beach management plan assisted by an independent coastal engineer, the County's engineering staff and with input from residents and local HOAs. Furthermore, the County sought Congressional authorization to extend the scope of the Army Corps Feasibility Study to the north county beaches, for the benefit of offshore, dredged sand sources, among other reasons.

In pursuit of the broader plan, the County has continued to work with the Army Corps, the Florida Department of Transportation (FDOT), the City of Flagler Beach and others to further the Coastal Storm Risk Management beach and dune renourishment project in Flagler Beach ("CSRM Project"). The Army Corps' contractor has commenced the CSRM Project, and it will result in a renourished beach from the north border of Gamble Rogers State Park continuously to North 7th Street.

The County is also in the initial stages of extending the project northward from North 7th Street to Beverly Beach and continuing to Varn Park and staying south of the coquina hardbottom areas where a dredge project would have direct or indirect impacts. Staff currently refers to this project as "Phase 2." Initial work includes permitting and obtaining easements from landowners.

Continuing the state of local emergency will help the County with its ongoing and future efforts and allow the County to take any necessary emergency measures, including expedited procurement and the issuance of emergency administrative orders, as necessary, to restore, protect and maintain the dunes and beaches or any other viable buffer between the community and the Atlantic Ocean.

FUNDING INFORMATION: Funding in accordance with grant agreements with the Army Corps of Engineers, FEMA, FDOT and DEP

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

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

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricanes Matthew, Ian and Nicole.

ATTACHMENTS:

1. Proclamation Declaring a Local State of Emergency – August 26, 2024
2. Proclamation Declaring a Local State of Emergency – September 2, 2024

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricanes Matthew, Ian and Nicole)**

August 26, 2024

WHEREAS, Flagler County has been under a continuing State of Local Emergency since October 2016 due to Hurricane Matthew and thereafter with Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and with Hurricanes Ian and Nicole (2022), with the state of emergency proclamation being extended in accordance with Florida Chapter 252 and Flagler County Code of Ordinances Section 12-34; and

WHEREAS, these storms have severely damaged the entire dune system of the County, flooding hundreds of homes through dune breaches and over wash, and damaging public infrastructure and other public and private property along the coastline; and

WHEREAS, the damage from these hurricanes has been compounded by intervening Nor'easters and other tidal events which further eroded the beach, leaving public and private property at critical risk of further damage; and

WHEREAS, due to the prolonged and continuing vulnerability of the shoreline and the risk of property loss since Hurricane Matthew, the Board of County Commissioners by unanimous vote has ratified each of the Proclamations Extending the State of Local Emergency from October 2016 to and including this date; and

WHEREAS, the prior Proclamations detail the progressive damage to the shoreline of Flagler County since Hurricane Matthew, and the present situation remains precarious; and

WHEREAS, the Board of County Commissioners has authorized repair and recovery efforts based on projects funded and secured through a variety of sources since Hurricane Matthew, and such efforts are likewise detailed in the prior Proclamations; and

WHEREAS, the County Commission has completed a project installing emergency sand in the northern part of the county shoreline using FEMA and FDEP funding to mitigate against any further losses that may occur during upcoming storm seasons; and

WHEREAS, the Army Corps of Engineers has commenced the Flagler County Coastal Storm Risk Management Project ("CSRM Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7th Street in the City of Flagler Beach, in collaboration with the City, the Army Corps of Engineers, the FDOT, the FDEP, and other stakeholders; and

WHEREAS, the County Commission is identifying funding sources and is working with coastal municipalities, state and federal agencies, and community stakeholders to implement the County's beach management plan with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

WHEREAS, the County Commission is entering into agreements with landowners and is evaluating the purchase of certain beachfront lands in the northern portion of Flagler County, all with the goal of mitigating losses from future storm events; and

WHEREAS, there is a necessity for the County to remain under a local state of emergency to facilitate these projects all along the shoreline of the County, including the authority to undertake emergency procurement and other actions to protect public and private property; and

WHEREAS, neighborhoods and businesses along the shoreline are presently exposed to the ocean without adequate protection from natural dune structures; and

WHEREAS, taking stock of the losses sustained by the County to date, using analysis of independent coastal engineers, the County has estimated the aggregate present damage to the Flagler beaches to be \$150 Million; and

WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches, leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; 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, 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 states of local emergency initially declared on October 4, 2016 (Hurricane Matthew), and expanded on September 26, 2022 (Hurricane Ian) and again on November 8, 2022 (Hurricane Nicole), all extended by emergency proclamations thereafter in accordance with Section 252.38(3), Florida Statutes, and duly ratified by the Board of County Commissioners, are 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 foregoing Proclamations 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 26th day of August 2024.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrew S. Dance, Chair

CONCURRENCE:



Heidi Petito
County Administrator

 Digitally signed by
Jonathan Lord

Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S.
Moylan
Date: 2024.07.31 08:30:22 -04'00'

Sean S. Moylan
Deputy County Attorney

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricanes Matthew, Ian and Nicole)**

September 2, 2024

WHEREAS, Flagler County has been under a continuing State of Local Emergency since October 2016 due to Hurricane Matthew and thereafter with Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and with Hurricanes Ian and Nicole (2022), with the state of emergency proclamation being extended in accordance with Florida Chapter 252 and Flagler County Code of Ordinances Section 12-34; and

WHEREAS, these storms have severely damaged the entire dune system of the County, flooding hundreds of homes through dune breaches and over wash, and damaging public infrastructure and other public and private property along the coastline; and

WHEREAS, the damage from these hurricanes has been compounded by intervening Nor'easters and other tidal events which further eroded the beach, leaving public and private property at critical risk of further damage; and

WHEREAS, due to the prolonged and continuing vulnerability of the shoreline and the risk of property loss since Hurricane Matthew, the Board of County Commissioners by unanimous vote has ratified each of the Proclamations Extending the State of Local Emergency from October 2016 to and including this date; and

WHEREAS, the prior Proclamations detail the progressive damage to the shoreline of Flagler County since Hurricane Matthew, and the present situation remains precarious; and

WHEREAS, the Board of County Commissioners has authorized repair and recovery efforts based on projects funded and secured through a variety of sources since Hurricane Matthew, and such efforts are likewise detailed in the prior Proclamations; and

WHEREAS, the County Commission has completed a project installing emergency sand in the northern part of the county shoreline using FEMA and FDEP funding to mitigate against any further losses that may occur during upcoming storm seasons; and

WHEREAS, the Army Corps of Engineers has commenced the Flagler County Coastal Storm Risk Management Project ("CSRM Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7th Street in the City of Flagler Beach, in collaboration with the City, the Army Corps of Engineers, the FDOT, the FDEP, and other stakeholders; and

WHEREAS, the County Commission is identifying funding sources and is working with coastal municipalities, state and federal agencies, and community stakeholders to implement the County's beach management plan with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

WHEREAS, the County Commission is entering into agreements with landowners and is evaluating the purchase of certain beachfront lands in the northern portion of Flagler County, all with the goal of mitigating losses from future storm events; and

WHEREAS, there is a necessity for the County to remain under a local state of emergency to facilitate these projects all along the shoreline of the County, including the authority to undertake emergency procurement and other actions to protect public and private property; and

WHEREAS, neighborhoods and businesses along the shoreline are presently exposed to the ocean without adequate protection from natural dune structures; and

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WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches, leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; and

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

DONE AND ORDERED in Flagler County, Florida, this 2nd day of September 2024.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrew S. Dance, Chair

CONCURRENCE:



Heidi Petito
County Administrator



Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.19 08:35:40 -04'00'

Sean S. Moylan
Deputy County Attorney

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

SUBJECT: Construction, Maintenance, and Stormwater Drainage Easement Agreement with the City of Palm Coast for Enhancing the Capacity of Box Culverts on Colbert Lane.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: This is a permanent easement agreement with the City of Palm Coast allowing the City to construct, maintain, and use larger box culverts under a paved portion of Colbert Lane in the City of Palm Coast. Upon completion of the construction project, the City will maintain the facilities for a period of one year. The drainage easement in favor of the City is in perpetuity. County staff supports the granting of this easement as it will enhance the drainage of the right of way as well as improve the City's stormwater system while at the same time does not impede the potential future widening of Colbert Lane.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government
 - Objective 2.1: Create a culture of collaboration with municipalities and community partners.
 - Objective 2.3: Establish compatible policies, procedures, and other means to operate across county and municipal boundaries.

Focus Area: Growth & Infrastructure

- Goal 1 – Provide Quality Fundamental Infrastructure
 - Objective 1.2: Expand and improve infrastructure to support commercial/industrial and residential growth.

FUNDING INFORMATION: The City of Palm Coast will pay the cost construction and one year of maintenance as well as the recording the Easement Agreement in the County's official records.

DEPARTMENT CONTACT: Richard Zion, Deputy County Engineer (386) 313-4051
Sean Moylan, Deputy County Attorney, (386) 313-4005

RECOMMENDATION: Approve the Temporary Construction Easement and Maintenance Easement and Drainage Easement Agreement with City of Palm Coast.

ATTACHMENT:

1. Construction, Maintenance, and Stormwater Drainage Easement Agreement with City of Palm Coast

Prepared By
Sean S. Moylan, Esq.
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

**NON-EXCLUSIVE CONSTRUCTION, MAINTENANCE, AND STORMWATER
DRAINAGE EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE CONSTRUCTION, MAINTENANCE, AND STORMWATER DRAINAGE EASEMENT AGREEMENT (“Agreement”) is made this ___ day of _____ 2024, (the **“Effective Date”**) by and between Flagler County, Florida, a political subdivision of the State of Florida (the **“County”**) and City of Palm Coast, a Florida municipal corporation, (the **“City”**).

WITNESSETH:

WHEREAS, County is the owner of that certain right of way named, Colbert Lane, within the municipal boundaries of the City of Palm Coast, a portion of which being more particularly depicted in **Exhibit “A”**, attached hereto and incorporated herein by this reference (the **“Easement Area”**); and

WHEREAS, County agrees to grant in favor of City a temporary, non-exclusive construction and maintenance easement on, upon, over, under, across and through the Easement Area for construction and maintenance of box culverts adjacent to and under the paved portions of the right of way to improve stormwater drainage in the area in accordance with the plans depicted in **Exhibit “B”**, attached hereto and incorporated herein, all as further described in paragraph 2 below (the **“Drainage Facilities”**); and

WHEREAS, County agrees to grant in favor of City a permanent, non-exclusive drainage easement on, upon, over, under, across and through the Easement Area for stormwater discharge, retention and conveyance purposes to accommodate the off-site stormwater of the City’s stormwater system, all as further described in paragraph 3, below; and

WHEREAS, County and City agree that the easements provided for herein serve a public purpose to improve public health and safety by improving stormwater drainage to protect residents, property, and public infrastructure.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the City to the County, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, County and City hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Construction and Maintenance Easement.** County hereby grants, declares, and conveys to City, its successors and assigns, a temporary, non-exclusive construction and maintenance easement on, upon, over, under, across and through the Easement Area for construction and maintenance of the Drainage Facilities, at the City's sole cost and expense, to interconnect with the City's stormwater drainage system to convey stormwater under Colbert Lane (the "**Construction and Maintenance Easement**"), in accordance with the plans depicted in Exhibit "B", as well as the Maintenance of Traffic Plans and Temporary Traffic Control Plans included in the design of the Drainage Facilities, and in compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, including any modifications or amendments thereto (collectively, the "**Permits and Approvals**").

City shall notify County when the construction of the Drainage Facilities is complete, at which time the City shall furnish to the County as-built drawings and a bill of sale conveying ownership of the Drainage Facilities to the County. City shall be responsible for the repair and maintenance of the Drainage Facilities, at the City's sole cost and expense, for a period of one year from the date the construction of the Drainage Facilities is complete. During the one-year maintenance period, City shall keep the Drainage Facilities in good condition and in working order and in compliance with the Permits and Approvals. In addition, City shall be responsible for the payment of any and all fees, costs or expenses that are required by or associated with the regulatory requirements of the Permits and Approvals during the construction and maintenance period.

3. **Grant of Drainage Easement.** County hereby grants, declares and conveys to City, its successors and assigns, a permanent, nonexclusive easement on, upon, over, under, across and through the Easement Area: (a) for the purpose of allowing for the stormwater discharge and conveyance from the City's drainage system subject to any and all Permits and Approvals; and (b) in such quantities as is permitted or provided in or pursuant to the Permits and Approvals (the "**Drainage Easement**").

4. **Indemnification.** City covenants and agrees to indemnify, defend, protect and hold harmless the County, its officers, agents and employees for, from and against all claims and all costs, losses, damages, assessments, fines, penalties and other expenses and liabilities (including reasonable attorneys' fees, costs and expenses of litigation and appeal) incurred in connection with or resulting from the negligence or intentional misconduct of City, its successors or assigns in the construction, operation, and maintenance of the Drainage Facilities or from the premises liability imposed upon the County in whole or in part because of the ongoing existence of the Drainage Facilities to be constructed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall the City be responsible for liabilities caused by the negligent, reckless or intentional misconduct of the County, its agents or employees, nor shall the obligations in this paragraph in any event exceed the scope and monetary limitations set forth in Section 768.28, Florida Statutes. The City shall maintain and keep in force a program of insurance or self-insurance to cover its obligations herein. City acknowledges the receipt and sufficiency of specific valuable consideration and other benefits accruing to the City in exchange for the City's obligations to indemnify, defend, protect, and hold harmless the County. These covenants, obligations, and indemnifications shall survive the termination or abandonment of this Easement Agreement.

5. **Reserved Rights.** County reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Easement Area, including but not limited to, the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not inconsistent with the purposes of this Easement Agreement or the City's use of the Easement Area, as provided herein. During any future resurfacing, repair, or widening of the Colbert Lane right of way, County will ensure capacity exists within the Easement Area to accommodate the City's stormwater discharge in accordance with the Permits and Approvals.

6. **Recordation.** City shall, at City's expense, record this Easement Agreement in the public records of Flagler County, Florida.

7. **Governing Law and Venue.** The exclusive jurisdiction for any action to interpret or enforce the terms of this Easement Agreement shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.

8. **Covenants Running with the Land.** All of the covenants, terms, agreements and restrictions set forth in this Easement Agreement are intended to be, and are constructed as covenants running with the land, and shall be binding upon, and inure to the benefit of the County and the City, and their respective successors in interest, devisees, heirs, personal representatives and assigns.

9. **Enforcement; Attorneys' Fees.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including, but not limited to, and injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover, as part of its costs, reasonable attorneys' fees, together with such other costs and expenses as the court deems appropriate.

10. **Waiver.** No waiver of any provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

11. **No Third-Party Rights.** Nothing expressed or referred to in this Easement Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to Easement Agreement or any provision of this Easement Agreement. This Easement Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Easement Agreement and their successors and permitted assigns.

12. **No Public Dedication.** Nothing contained in this Easement Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

13. **Liens.** City shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other property not owned by City in connection with the exercise of City's rights hereunder. The City shall notify all persons contracting with the City for the construction and maintenance activities authorized herein to

look only to the City as the contracting party to secure payment of any bill or account for work done or material furnished.

IN WITNESS WHEREOF, County and City have caused this Agreement to be effective as of the day and year first set forth above.

“COUNTY”

Signed, sealed and delivered

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

in the presence of:

Signature
Print Name: _____

By: _____
Andrew S. Dance, Chair

Address: _____

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Signature

Print Name: _____

Address: _____

ATTEST:

APPROVED AS TO FORM:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.16 11:16:59 -04'00'

Sean S. Moylan
Deputy County Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024, by Andrew S. Dance, as Chair of the Flagler County Board of County Commissioners. He is personally known to me.

(SEAL)

Notary Public

“CITY”

CITY OF PALM COAST

Signed, sealed and delivered in the presence of:

Signature
Print Name: _____

Address: _____

By: _____
Lauren Johnston, Acting City Manager

Attested by: _____
Kaley Cook, City Clerk

Signature

Print Name: _____

Address: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by David Alfin, as Mayor of the City of Palm Coast, a Florida municipal corporation. He is personally known to me.

Notary Public
Print Name: _____
My Commission Expires: _____

[THIS SPACE INTENTIONALLY LEFT BLANK; EXHIBITS TO FOLLOW.]

EXHIBIT "A"

[EASEMENT AREA DEPICTED ON FOLLOWING PAGE.]

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LEGEND

 Project Area



Prepared by:



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

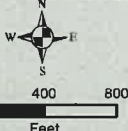
June 2021

Colbert Conveyance Improvements
Interlocal Agreement
Exhibit "A" - Location Map

Prepared for:



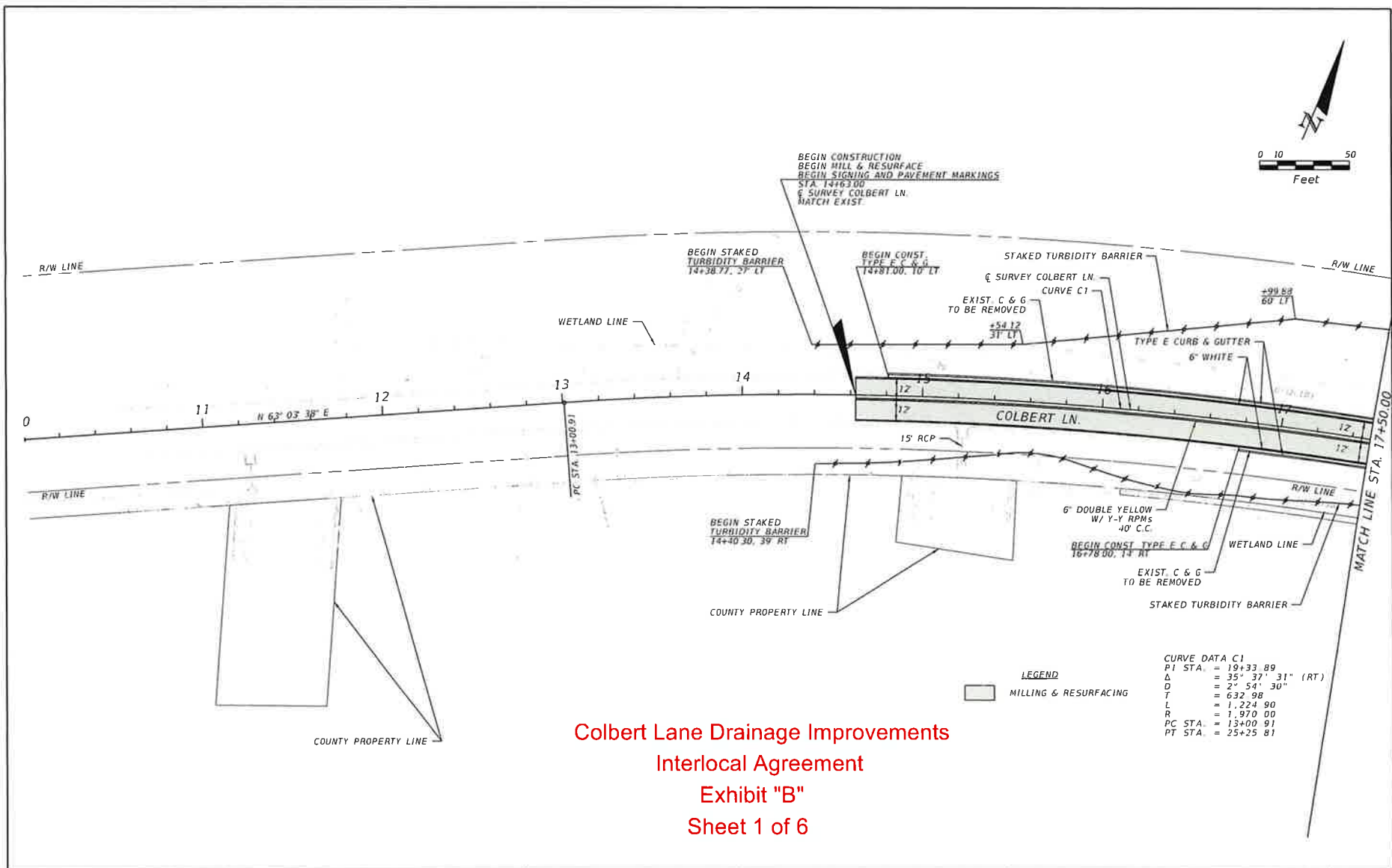
City of Palm Coast, FL



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Feet
1 inch = 1,000 feet

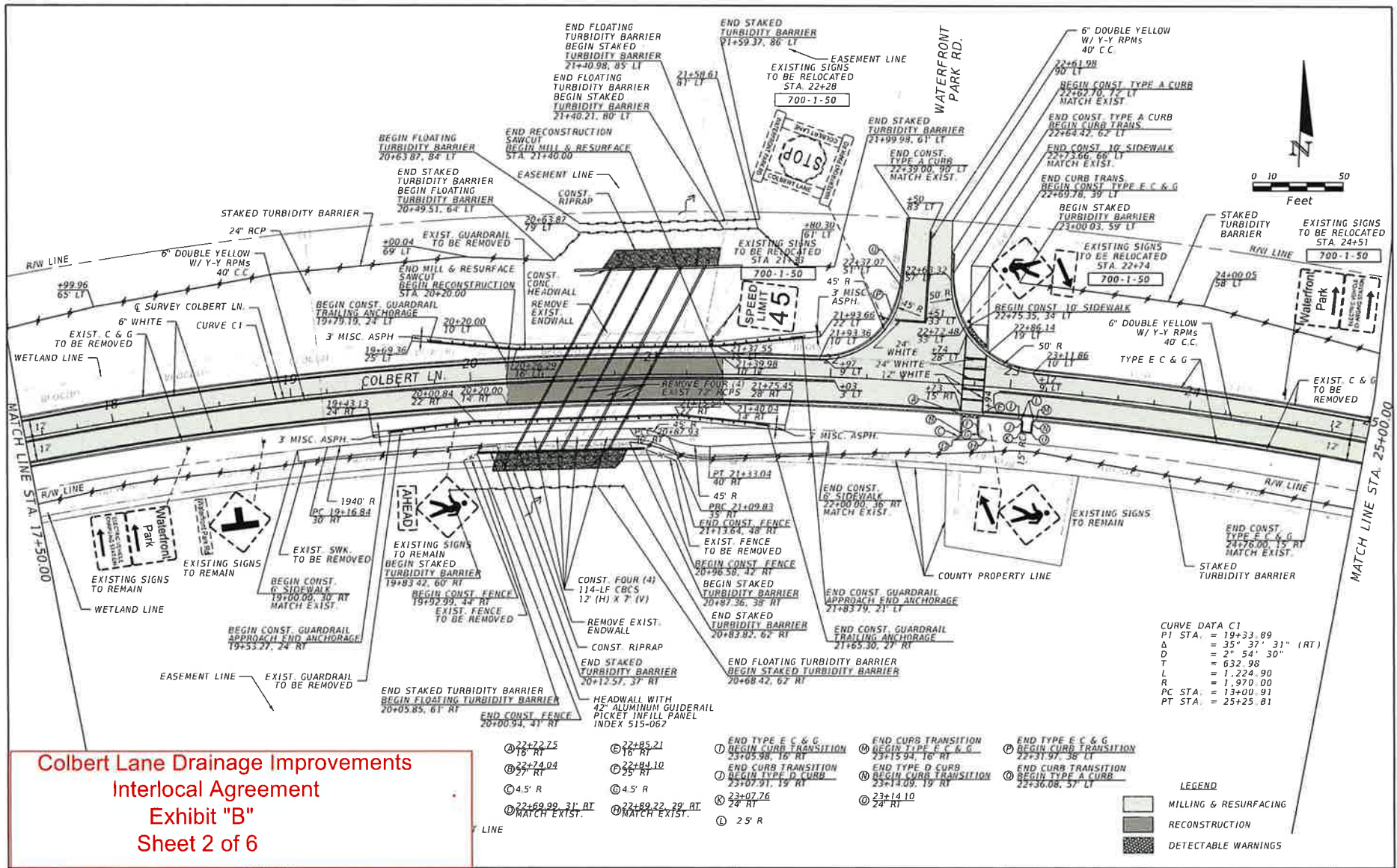
EXHIBIT "B"

[DRAINAGE FACILITIES PLANS SHOWN ON FOLLOWING PAGES.]



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | DATE | DESCRIPTION | <small>DRMP, INC. 911 LAKI HARBOR LANE, ORLANDO, FLORIDA 32814 PHONE: (407) 904-9394 FAX: (407) 904-1019 KINDERLY C SADOWSKI, P.C. LICENSE NO. 87312</small> | CITY OF PALM COAST | | | ROADWAY PLAN (1) | SHEET NO. 9 |
|-----------|-------------|------|-------------|---|-------------------------|---------|-----------------|------------------|----------------|
| DATE | DESCRIPTION | | | | PROJECT LOCATION | COUNTY | CITY PROJECT ID | | |
| | | | | | COLBERT LN. & BLARE DR. | FLAGLER | RFO-SW-18-10 | | |



Colbert Lane Drainage Improvements
Interlocal Agreement
Exhibit "B"
Sheet 2 of 6

- ⊙ 22+72.25 16' RT
- ⊙ 22+74.04 27' RT
- ⊙ 4.5' R
- ⊙ 22+69.99 31' RT MATCH EXIST.
- ⊙ 22+85.21 16' RT
- ⊙ 22+84.10 25' RT
- ⊙ 4.5' R
- ⊙ 22+89.22 79' RT MATCH EXIST.

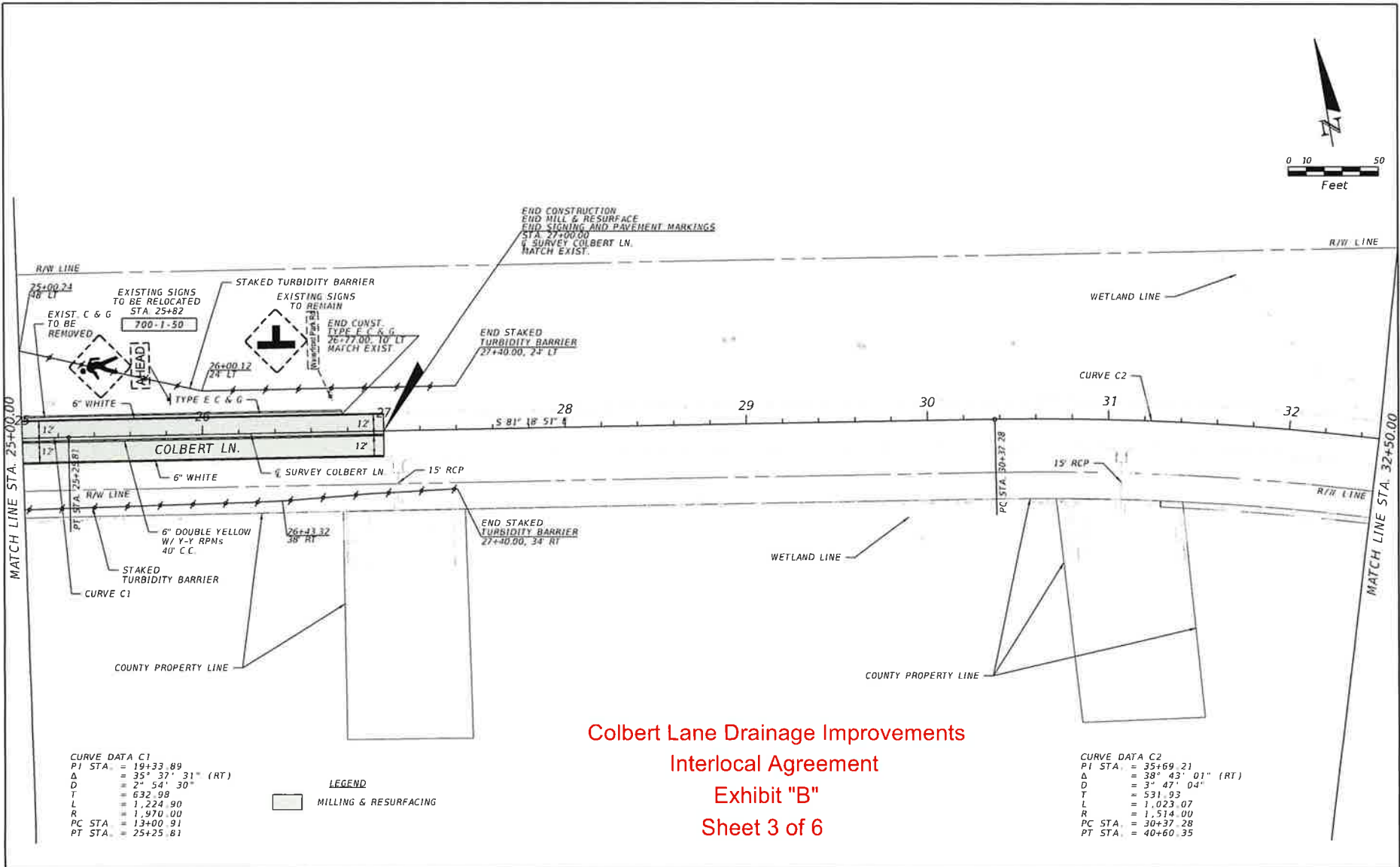
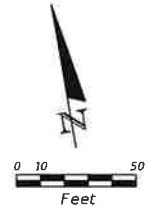
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- ① BEGIN CURB TRANSITION
- ① END CURB TRANSITION
- ① BEGIN TYPE D CURB
- ① BEGIN CURB TRANSITION
- ① 25' R
- ⊙ 22+85.21 16' RT
- ⊙ 22+15.94 16' RT
- ⊙ 23+14.09 19' RT
- ⊙ 23+14.10 24' RT
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- ⊙ BEGIN CURB TRANSITION
- ⊙ BEGIN TYPE A CURB

LEGEND

- MILLING & RESURFACING
- RECONSTRUCTION
- DETECTABLE WARNINGS

| REVISIONS | | REVISIONS | | DRMP <small>DESIGN RECORD MANAGEMENT PROGRAM</small> <small>101 EAST GREENWAY LANE, SUITE 100, PALM BEACH, FL 33411</small> <small>PHONE: 561-832-0800 FAX: 561-832-0800</small> <small>KIMBERLY E. SANDGREN, P.E. LICENSE NO. W1212</small> | CITY OF PALM COAST | | | SHEET NO. 10 |
|-----------|-------------|-----------|-------------|---|---------------------------|---------|-----------------|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | PROJECT LOCATION | COUNTY | CITY PROJECT ID | |
| | | | | | COLBERT LN. & BLARE DR. | FLAGLER | RFO-SW-18-10 | ROADWAY PLAN (2) |
| | | | | | | | | |

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Colbert Lane Drainage Improvements
 Interlocal Agreement
 Exhibit "B"
 Sheet 3 of 6

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| REVISIONS | | REVISIONS | |
|-----------|-------------|-----------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |



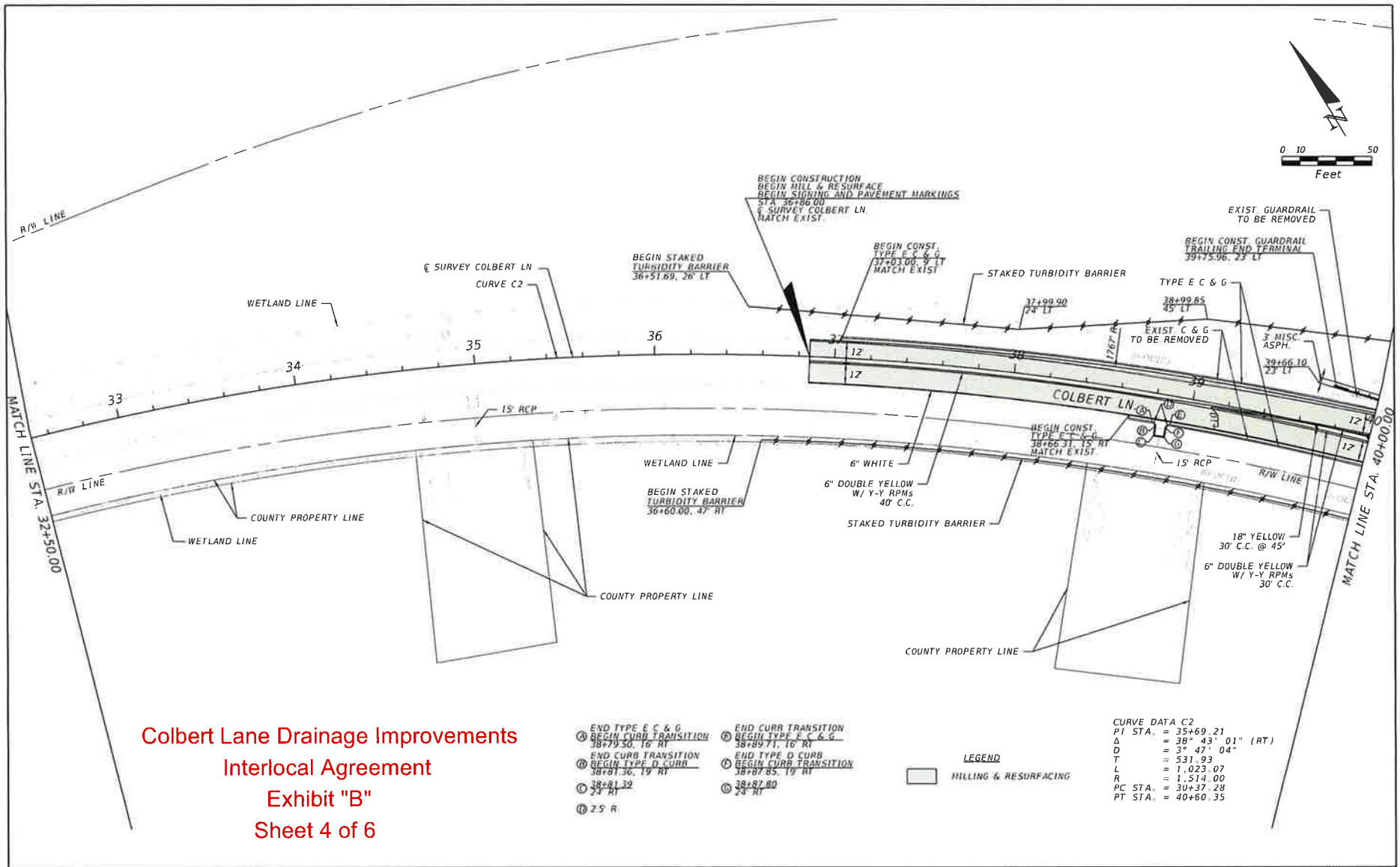
DRMP
DRMP, INC.
 911 LAKI BALDWIN LANE, ORLANDO, FLORIDA 32814
 PHONE: (407) 336-0396 FAX: (407) 666-8816
 KINDERLE & SINDOWSKI, P.C. LICENSE NO. 87312

CITY OF PALM COAST

| PROJECT LOCATION | COUNTY | CITY PROJECT ID |
|-------------------------|---------|-----------------|
| COLBERT LN. & BLARE DR. | FLAGLER | RFQ-SW-18-10 |

ROADWAY PLAN (3)

SHEET NO.
11



Colbert Lane Drainage Improvements
Interlocal Agreement
Exhibit "B"
Sheet 4 of 6

- | | |
|---|--|
| <p>END TYPE E C & G (A) BEG. CURB TRANSITION 38+79.30, 10' RT</p> <p>END CURB TRANSITION (B) BEG. TYPE D CURB 38+81.36, 19' RT</p> <p>(C) 38+81.32 24' RT</p> <p>(D) 2'S R</p> | <p>END CURB TRANSITION (E) BEG. TYPE E C & G 38+89.71, 10' RT</p> <p>END TYPE D CURB (F) BEG. CURB TRANSITION 38+87.85, 19' RT</p> <p>(G) 38+87.80 24' RT</p> |
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LEGEND
 MILLING & RESURFACING

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| REVISIONS | | | |
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| DATE | DESCRIPTION | DATE | DESCRIPTION |
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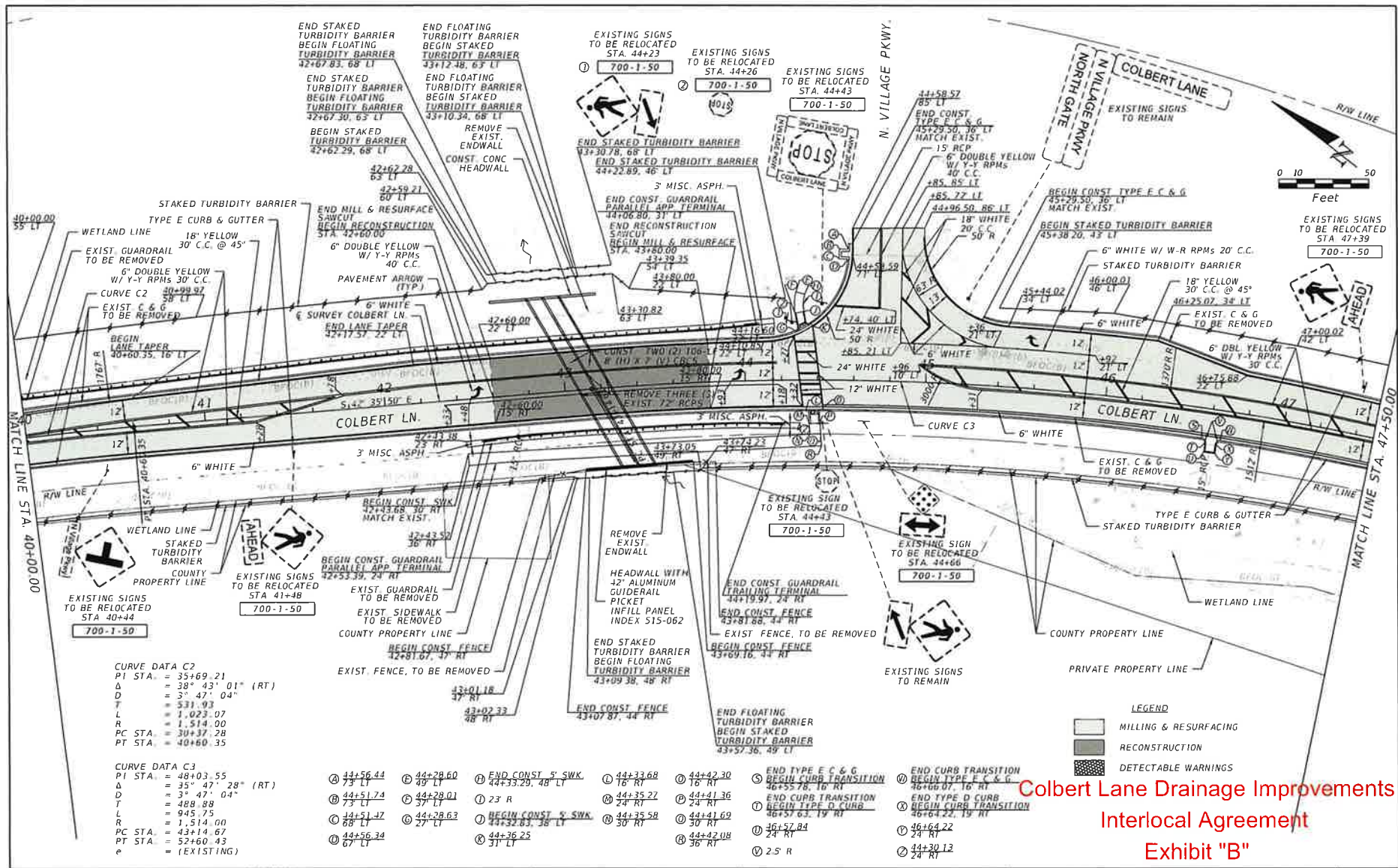
DRMP
TRANSITION FROM ROADWAY DESIGN TO CONSTRUCTION
DRMP, Inc.
932 LAKE BALDWIN LANE, GAITHERSBURG, FLORIDA 33614
PHONE: 813-791-8888 FAX: 813-791-8888
KIMBERLY C. SADOWSKI, P.E. LICENSE NO. W3312

| CITY OF PALM COAST | | |
|-------------------------|---------|-----------------|
| PROJECT LOCATION | COUNTY | CITY PROJECT ID |
| COLBERT LN. & BLARE DR. | FLAGLER | RFD-SW-18-10 |

ROADWAY PLAN (4)

| | |
|-----------|----|
| SHEET NO. | 12 |
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Colbert Lane Drainage Improvements
Interlocal Agreement
Exhibit "B"
Sheet 5 of 6
ROADWAY PLAN (S)

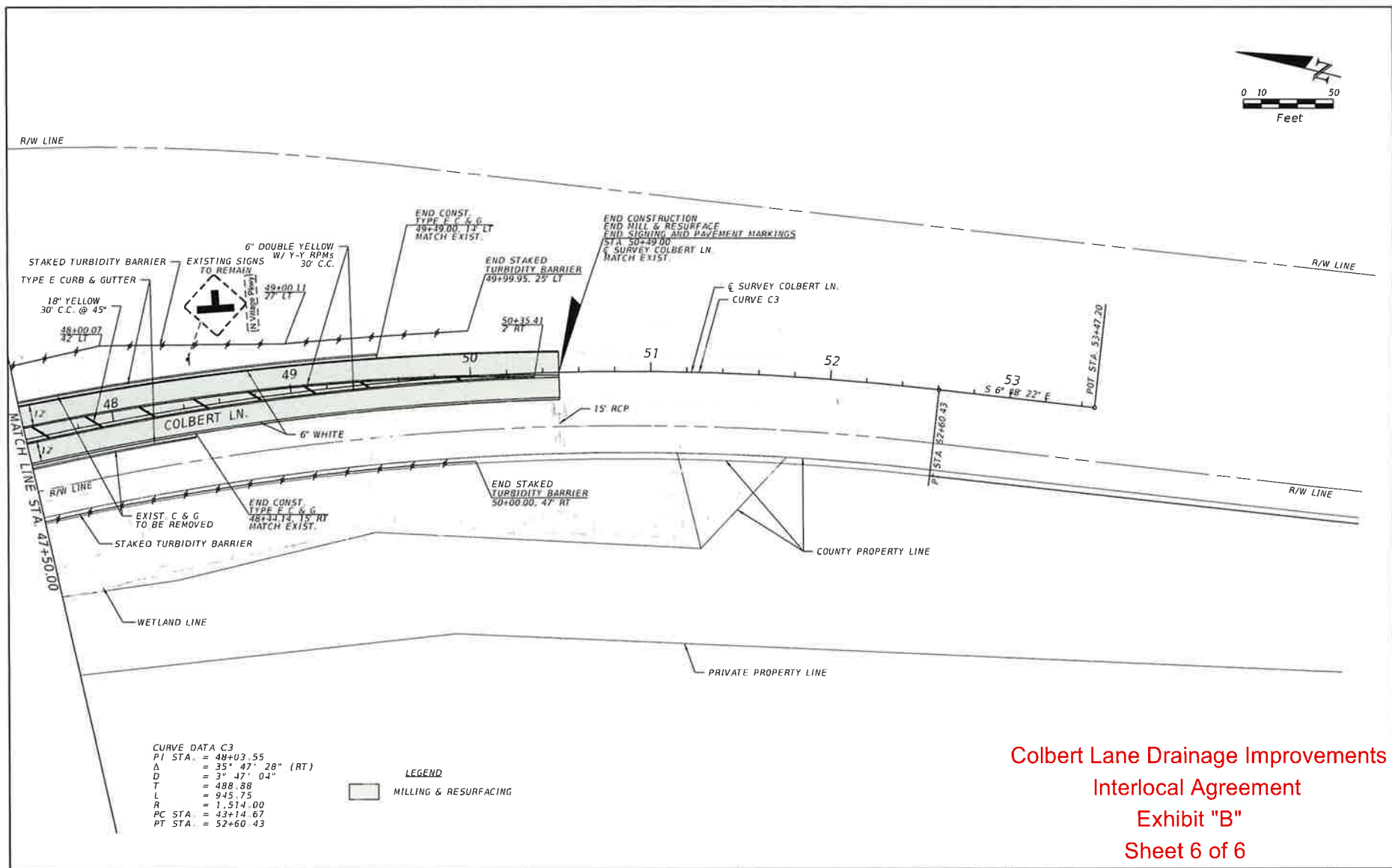
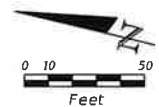
| REVISIONS | |
|-----------|-------------|
| DATE | DESCRIPTION |
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| | |
| | |

DRMP
 DESIGN & CONSTRUCTION
 911 LAKE HARBOR LANE, SIMPSONVILLE, FLORIDA 32914
 PHONE: (407) 886-5591 FAX: (407) 886-4676
 KIMBERLY R. SADOWSKI, P.E. LICENSE NO. 78312

| CITY OF PALM COAST | | |
|------------------------|---------|-----------------|
| PROJECT LOCATION | COUNTY | CITY PROJECT ID |
| COLBERT LN & BLARE DR. | FLAGLER | RFO-SW-18-10 |

| SHEET NO. |
|-----------|
| 13 |

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 PT STA. = 52+60.43

LEGEND
 [Symbol] MILLING & RESURFACING

Colbert Lane Drainage Improvements
 Interlocal Agreement
 Exhibit "B"
 Sheet 6 of 8

| REVISIONS | | DRMP <small>DRAINAGE MANAGEMENT PROFESSIONALS</small> <small>4411 LAKE WILSON DR. ORLANDO, FLORIDA 32814</small> <small>PHONE: (407) 846-0291 FAX: (407) 676-4419</small> <small>KIMBERLY C. SADOWSKI, P.E. LICENSE NO. 67312</small> | CITY OF PALM COAST <small>PROJECT LOCATION COUNTY CITY PROJECT ID</small> | | ROADWAY PLAN (6) | SHEET NO. <hr/> 14 |
|-----------|-------------|--|---|-----------------------------|-------------------------|--------------------------|
| DATE | DESCRIPTION | | DATE | DESCRIPTION | | |
| | | | | COLBERT LN. & BLAIRE DR. | FLAGLER RFO-SW-18-10 | |

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

SUBJECT: Consideration of Approval of State Funded Grant Agreement (SFGA) between Flagler County and the Florida Department of Transportation (FDOT) for Forest Park Street/County Road 35 Project, FDOT Financial Project No. 446939-1-34-01 for Design of Roadway Improvements.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: Through the FDOT Work Program process, an application for funding to complete the design of approximately 3.2 miles of roadway and paving improvements of Forest Park Street/CR 35, from SR100 to the roadway terminus was made.

Planned improvements include paving an existing unpaved roadway with 10-foot travel lanes and stabilized shoulders along the roadway. Additional improvements will include signing, pavement marking and structural work for bridge barrier railing/guardrail upgrades. Drainage improvements include swale and ditch modifications and culvert installation and replacement.

The FDOT has allocated \$442,750.00 in funding for the design phase of the project through the FDOT's Small County Road Assistance Program (SCRAP).

A Work Authorization will be developed under the County's Continuing Contract for Professional Services for Design of Capital Improvement Program projects to complete the design and permitting phase of the project.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1- Provide Quality Fundamental Infrastructure
 - Objective G1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.
 - Measure G1 1.1.3: Coordinate with municipalities and FDOT to obtain grants to study traffic safety issues.
 - Objective G1-1.2 Make surface transportation improvements.
 - Measure G1 1.2.2: Make surface transportation improvements.

FUNDING INFORMATION: Grant funds in the amount of \$442,750.00 will be appropriated in the Constitutional Gas Tax Fund 1112 with approval of the Unanticipated Revenue. Resolution.

DEPARTMENT CONTACTS: Hamid Tabassian, PE, DBIA, County Engineer 386-313-4046
Richard Zion, PE, PG, Assistant County Engineer 386-313-4051

RECOMMENDATION: Request the Board (1) Approve the State Funded Grant Agreement, (2) Adopt the associated Resolution authorizing the Chair to execute the Agreement (3) Authorize County Administrator approval of any project related documents, Work Authorizations and grant agreement amendments within the project overall budget. (4) Request Board to approve the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. State Funded Grant Agreement (SFGA) 446939-1-34-01
2. Resolution
3. URR

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

| | | |
|----------------------------|------------------------------|---------------------------------|
| FPN: <u>446939-1-34-01</u> | Fund: <u>SCRA</u> | FLAIR Category: <u>085575</u> |
| | Org Code: <u>55054010508</u> | FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| County No: <u>73</u> | Contract No: _____ | Vendor No: <u>F596000605015</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Flagler County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, 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 the Forest Park Street / County Road 35 (from County Road 302 to State Road 100) project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into 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 the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **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 laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also 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 through mutual written agreement.
 - 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 an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$442,750.00 (Four Hundred Forty-Two Thousand Seven Hundred Fifty Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$442,750.00 (Four Hundred Forty-Two Thousand Seven Hundred Fifty Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. 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.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the 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 or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred 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), Florida Statutes, 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 a 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 Recipient 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. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** 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 financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the 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."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance 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.

8. 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.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that 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. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and 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.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. 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
 - shall not

maintain the improvements located on the Department right-of-way made 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.

12. State Single Audit: 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 state financial assistance or limit the authority of any state agency inspector general, the 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 Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the 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, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. 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 does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the 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.
- c. 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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. 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 the 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 contractor and subcontractor during the contract term.
- g. 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.

14. 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 the Department's or the Recipient's 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].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s 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 provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall 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.
- b. 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.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. 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.
- e. 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.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance 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. 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.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A.

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A.

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT FLAGLER COUNTY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 446939-1-34-01

This exhibit forms an integral part of the 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:

The Forest Park Street / County Road 35 (from County Road 302 to State Road 100) project is with Flagler County (Recipient). This project is a resurfacing project, from State Road 100 to the roadway terminus, approximately 3.2 miles.

The proposed design improvements for this project include paving an existing unpaved roadway with 10-foot travel lanes and variable sized stabilized shoulders along the roadway. Additional improvements will include signing, pavement marking, and structural work for the bridge barrier railing / guardrail upgrades. Drainage improvements could include swale and ditch modifications and culvert installation and replacement. The existing pavement on Forest Park Street between Butternut Avenue and Clove Avenue will be milled and resurfaced. If pavement cores show an insufficient pavement section, the roadway will be reconstructed. This area will be raised to help reduce the flooding within the roadway.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting and utility coordination are anticipated. Right-of-way acquisition is not anticipated. Flagler County (Recipient) shall design the project within the limits of the right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@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) 30% Plans Submittal to be completed by March 10, 2025.
- b) 60% Plans Submittal to be completed by August 11, 2025.
- c) 90% Plans Submittal to be completed by November 10, 2025.
- d) Final Plans Submittal to be completed by February 27, 2026.

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 state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

| RECIPIENT NAME & BILLING ADDRESS: Flagler County 1769 East Moody Boulevard, Building 2 Bunnell, Florida 32110 | | FINANCIAL PROJECT NUMBER: 446939-1-34-01 | | | |
|---|--|--|--------------------|--------------------|---|
| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION | | | Indicate source of Local funds |
| | | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | |
| Design- Phase 34 | Maximum Department Participation (SCRAP) | \$442,750.00 | \$0.00 | \$442,750.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: 2024-2025 | | | | | |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| | Total Design Cost | \$442,750.00 % | \$ 0.00 % | \$442,750.00 % | |
| Right-of-Way- Phase 44 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | | | | | |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| | Total Right-of-Way Cost | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction- Phase 54 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | | | | | |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| | Total Construction Cost | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction Engineering and Inspection - Phase 64 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | | | | | |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| | Total Construction Engineering and Inspection Cost | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| (Phase :) | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | | | | | |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| | Total Cost | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| TOTAL COST OF THE PROJECT | | \$442,750.00 | \$ 0.00 | \$442,750.00 | |

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.

Precious L. Lewis
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Funding Program Name, Insert CSFA Number

***Award Amount:** \$442,750.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the 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:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

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 be 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 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 PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), 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)

RESOLUTION NO. 2024 - ____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIR TO EXECUTE STATE FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Flagler County desire to facilitate the design of Forest Park Street / County Road 35 (from County Road 302 to State Road 100); and

WHEREAS, FDOT has requested Flagler County to execute and deliver to the FDOT, the State Funded Grant Agreement in support of the aforementioned project, FPN 446939-1-34-01.

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

Section 1. The Chair is hereby authorized to make, execute, and deliver to the FDOT the State Funded Grant Agreement for the aforementioned project.

Section 2. The County Administrator is hereby authorized to make, execute and deliver to the FDOT any modifications of the State Funded Grant Agreement and is further authorized to execute any instruments necessary to perform the County’s obligations under the agreement.

Section 3. This Resolution shall take effect upon execution.

APPROVED this 3rd day of September 2024, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA**

Tom Bexley, Clerk of the
Circuit Court & Comptroller

Andrew S. Dance, Chair

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.16 12:40:05 -04'00'

Sean S. Moylan, Deputy County Attorney

RESOLUTION 2024 - __

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE CONSTITUTIONAL GAS TAX FUND BUDGET FOR FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE

WHEREAS, it is necessary to increase the Constitutional Gas Tax Fund 1112 to receive unanticipated grant revenue from the Florida Department of Transportation (FDOT) related to design of Forest Park Street project; and

WHEREAS, Section 129.06, 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 that the Constitutional Gas Tax Fund 1112 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 3rd day of September 2024.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan  Digitally signed by Sean S. Moylan
Date: 2024.08.16 12:41:50 -04'00'

Sean S. Moylan, Deputy County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|------------------|---|----------|------------|------------------------|------------------------|----------|----------------|---------------|----------------|-----|
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY | AMEND | | | |
| 2024 | 11 | 112586 | 08/15/2024 | | BUA FORESTURR | 1 | 2 | | | |
| 1 | 11188310 | 563000 | | Operating - Grants | Infrastructure | | 13,553,276.00 | 442,750.00 | 13,996,026.00 | |
| | 1112-180-8001-541600-540-54-000-000-563000- | | | | | | 08/15/2024 | | | |
| 2 | 11213341 | 334490 | | Constitutional Gas Tax | State Grt-Transp-Other | | -11,203,892.00 | -442,750.00 | -11,646,642.00 | |
| | 1112-001-0000-334490-330-00-000-000-334490- | | | | | | 08/15/2024 | | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

| YEAR PER | JNL | ACCOUNT | DESC | REF 1 | REF 2 | REF 3 | ACCOUNT | DESC | T | OB | DEBIT | CREDIT |
|--------------------------------|---|------------|-----------|-------|-------|-------|---------|------------------------|---|----|------------|------------|
| SRC | EFF DATE | JNL | DESC | REF 1 | REF 2 | REF 3 | LINE | DESC | | | | |
| 2024 | 11 | 112586 | | | | | | | | | | |
| BUA | 1112-180-8001-541600-54-000-000-563000- | 08/15/2024 | FORESTURR | | | | T | Infrastructure | | 5 | 442,750.00 | |
| BUA | 1112-001-0000-334490-330-00-000-000-334490- | 08/15/2024 | FORESTURR | | | | T | State Grt-Transp-Other | | 5 | | 442,750.00 |
| | | | | | | | | | | | .00 | .00 |
| BUA | 1112-000-0000-000000-000-00-000-000-241000- | 08/15/2024 | FORESTURR | | | | | Appropriations | | | | 442,750.00 |
| BUA | 1112-000-0000-000000-000-00-000-000-171000- | 08/15/2024 | FORESTURR | | | | | Estimated Revenues | | | 442,750.00 | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | | | | 442,750.00 | 442,750.00 |
| JOURNAL 2024/11/112586 TOTAL | | | | | | | | | | | 442,750.00 | 442,750.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| FUND | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------|----------|--------|------------|--|------------|------------|
| 1112 | 2024 11 | 112586 | 08/15/2024 | Constitutional Gas Tax | | |
| | | | | 1112-000-0000-0000000-000-00-000-000-171000- | | |
| | | | | Estimated Revenues | 442,750.00 | 442,750.00 |
| | | | | 1112-000-0000-0000000-000-00-000-000-241000- | | |
| | | | | Appropriations | | |
| | | | | FUND TOTAL | 442,750.00 | 442,750.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

| PA JOURNAL SOURCE | PROJECT STRING | EFF DATE | GL YEAR/PER/JNL | REF1 | REF2 | REF3 | REF4 | T | AMOUNT |
|-------------------------------|----------------------|------------|-----------------|------|------|------|-------------|---|-------------|
| ***** | | 08/15/2024 | 2024/11/112586 | | | | | | |
| PAB | CE24CIP007-CAP/GRANT | -SCRIP/DS | -563000 | | | | T FORESTURR | 5 | 442,750.00 |
| PAB | CE24CIP007-GRANT | -STATE | -SCRAP | | | | T FORESTURR | 5 | -442,750.00 |
| Project Expense String Totals | | | | | | | | | |
| CE24CIP007 Total: | | | | | | | | | 442,750.00 |
| Project FS String Totals | | | | | | | | | |
| CE24CIP007 Total: | | | | | | | | | -442,750.00 |
| PROJECT JOURNAL GRAND TOTAL: | | | | | | | | | 0.00 |

** END OF REPORT - Generated by Michael Catalano **

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

SUBJECT: Consideration of Approval of State Funded Grant Agreement (SFGA) between Flagler County and the Florida Department of Transportation (FDOT) for Jungle Hut Road (from North Ocean Shore Boulevard to Beach Access Point) Project, FDOT Financial Project No. 446930-1-34-01 for Design of Roadway Improvements.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: Through the FDOT Work Program process, an application was made for funding to complete the design and permitting of approximately 0.75 miles of roadway improvements along Jungle Hut Road from State Road A1A/North Ocean Shore Boulevard to the end of the roadway.

Proposed design improvements will include the reconstruction of Jungle Hut Road along with improvements to a turnaround at the end of the project, approximately 100 linear feet beyond the Jungle Hut Road entrance. Additionally, the project includes the design of driveway connections, drainage upgrades, roadway swale upgrades, signing, and pavement markings.

The FDOT has allocated \$120,000.00 in funding for the design phase of the project through FDOT's Small County Road Assistance Program (SCRAP).

A Work Authorization will be developed under the County's Continuing Contract for Professional Services for Design of Capital Improvement Program projects to complete the design and permitting phase of the project.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1- Provide Quality Fundamental Infrastructure
 - Objective G1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.
 - Measure G1 1.1.3: Coordinate with municipalities and FDOT to obtain grants to study traffic safety issues.
 - Objective G1-1.2 Make surface transportation improvements.
 - Measure G1 1.2.2: Make surface transportation improvements.

FUNDING INFORMATION: Grant funds in the amount of \$120,000.00 will be appropriated in the Constitutional Gas Tax Fund 1112 with approval of the Unanticipated Revenue Resolution.

DEPARTMENT CONTACT: Hamid Tabassian, PE, DBIA, County Engineer 386-313-4046

RECOMMENDATION: Request the Board (1) Approve the State Funded Grant Agreement, (2) Adopt the associated Resolution authorizing the Chair to execute the Agreement (3) Authorize County Administrator approval of any project related documents, Work Authorizations and grant agreement amendments within the project overall budget (4) Request Board to approve the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. State Funded Grant Agreement (SFGA) 446930-1-34-01.
2. Resolution
3. URR

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

| | | |
|----------------------------|------------------------------|---------------------------------|
| FPN: <u>446930-1-34-01</u> | Fund: <u>SCRA</u> | FLAIR Category: <u>085575</u> |
| | Org Code: <u>55054010508</u> | FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| County No: <u>73</u> | Contract No: _____ | Vendor No: <u>F596000605015</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Flagler County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, 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 the Jungle Hut Road (from North Ocean Shore Boulevard to Beach Access Point) project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into 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 the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. 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 laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also 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 through mutual written agreement.
 - 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 an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$120,000.00 (One Hundred Twenty Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$120,000.00 (One Hundred Twenty Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. 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.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the 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 or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred 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), Florida Statutes, 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 a 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 Recipient 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. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** 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 financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the 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."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance 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.

8. 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.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that 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. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and 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.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. 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
 shall not

maintain the improvements located on the Department right-of-way made 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.

12. State Single Audit: 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 state financial assistance or limit the authority of any state agency inspector general, the 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 Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the 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, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. 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 does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the 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.
- c. 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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. 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 the 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 contractor and subcontractor during the contract term.
- g. 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.

14. 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 the Department's or the Recipient's 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].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s 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 provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall 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.
- b. 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.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. 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.
- e. 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.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance 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. 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.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A.

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A.

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT FLAGLER COUNTY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Andrew S. Dance

Name: C. Jack Adkins

Title: Chair

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446930-1-34-01

This exhibit forms an integral part of the 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:

The Jungle Hut Road project is with Flagler County (Recipient). The project will be a road reconstruction project from State Road A1A / North Ocean Shore Boulevard to the end of the roadway. The approximate total length of the project is 0.75 miles.

The proposed design improvements will include the reconstruction of Jungle Hut Road along with improvements to a turnaround at the end of the project, approximately 100 linear feet beyond the Jungle Hut Park entrance. Additionally, the project includes the design of driveway connections, drainage upgrades, roadway swale upgrades, signing, and pavement markings.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting and utility coordination are anticipated. Right-of-way acquisition is not anticipated. Flagler County (Recipient) shall design the project within the limits of the right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department’s right-of-way.

The Recipient is required to provide a copy of the design plans for the Department’s review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department’s

Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@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) 30% Plans Submittal to be completed by April 14, 2025.
- b) 60% Plans Submittal to be completed by August 12, 2025.
- c) 90% Plans Submittal to be completed by November 10, 2025.
- d) Final Plans Submittal to be completed by February 27, 2026.

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 state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing 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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION | | | |
|---|--|--|--------------------|--------------------|---|
| | | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | Indicate source of Local funds |
| RECIPIENT NAME & BILLING ADDRESS: Flagler County 1769 East Moody Boulevard, Building 2 Bunnell, Florida 32110 | | FINANCIAL PROJECT NUMBER: 446930-1-34-01 | | | |
| Design- Phase 34 | Maximum Department Participation (SCRAP) | \$120,000.00 | \$0.00 | \$120,000.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: 2024-2025 | | | | | |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Design Cost | | \$120,000.00 % | \$ 0.00 % | \$120,000.00 % | |
| Right-of-Way- Phase 44 | | | | | |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Right-of-Way Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction- Phase 54 | | | | | |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction Engineering and Inspection - Phase 64 | | | | | |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Engineering and Inspection Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| (Phase : _____) | | | | | |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: _____ | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total _____ Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| TOTAL COST OF THE PROJECT | | \$120,000.00 | \$ 0.00 | \$120,000.00 | |

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.

Precious L. Lewis
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Local Transportation Projects, Insert CSFA Number

***Award Amount:** \$120,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the 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:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

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 be 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 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 PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), 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)

RESOLUTION NO. 2024 - ____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIR TO EXECUTE STATE FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Flagler County desire to facilitate the design of Jungle Hut Road (from north Ocean Shore Boulevard to Beach Access Point); and

WHEREAS, FDOT has requested Flagler County to execute and deliver to the FDOT, the State Funded Grant Agreement in support of the aforementioned project, FPN 446930-1-34-01

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

Section 1. The Chair is hereby authorized to make, execute, and deliver to the FDOT the State Funded Grant Agreement for the aforementioned project.

Section 2. The County Administrator is hereby authorized to make, execute and deliver to the FDOT any modifications of the State Funded Grant Agreement and is further authorized to execute any instruments necessary to perform the County’s obligations under the agreement.

Section 3. This Resolution shall take effect upon execution.

APPROVED this 3rd day of September 2024, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA**

Tom Bexley, Clerk of the
Circuit Court & Comptroller

Andrew S. Dance, Chair

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.16 14:37:01 -04'00'
Sean S. Moylan, Deputy County Attorney

RESOLUTION 2024 - __

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE CONSTITUTIONAL GAS TAX FUND BUDGET FOR FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE

WHEREAS, it is necessary to increase the Constitutional Gas Tax Fund 1112 to receive unanticipated grant revenue from the Florida Department of Transportation (FDOT) related to design of Jungle Hut Rd project; and

WHEREAS, Section 129.06, 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 that the Constitutional Gas Tax Fund 1112 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 3rd day of September 2024.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.16 13:55:12 -04'00'

Sean S. Moylan, Deputy
County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|----------|---|----------|------------|------------------------|------------------------|----------|----------------|---------------|----------------|-----|
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY | AMEND | | | |
| 2024 | 11 | 112609 | 08/15/2024 | 142 | BUA JUNGLEURR | 1 | 2 | | | |
| 1 | 11188310 | 563000 | | Operating - Grants | Infrastructure | | 13,553,276.00 | 120,000.00 | 13,673,276.00 | |
| | 1112-180-8001-541600-540-54-000-000-563000- | | | | | | 08/15/2024 | | | |
| 2 | 11213341 | 334490 | | Constitutional Gas Tax | State Grt-Transp-Other | | -11,203,892.00 | -120,000.00 | -11,323,892.00 | |
| | 1112-001-0000-334490-330-00-000-000-334490- | | | | | | 08/15/2024 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

| YEAR PER | JNL | ACCOUNT | DESC | REF 1 | REF 2 | REF 3 | ACCOUNT | DESC | T | OB | DEBIT | CREDIT |
|--------------------------------|---|------------|-----------|-------|-------|-------|---------|------------------------|---|----|------------|------------|
| SRC | EFF DATE | JNL | DESC | REF 1 | REF 2 | REF 3 | LINE | DESC | | | | |
| 2024 | 11 | 112609 | | | | | | | | | | |
| BUA | 1112-180-8001-541600-540-54-000-000-563000- | 08/15/2024 | JUNGLEURR | 142 | | | T | Infrastructure | | 5 | 120,000.00 | |
| BUA | 1112-001-0000-334490-330-00-000-000-334490- | 08/15/2024 | JUNGLEURR | 142 | | | T | State Grt-Transp-Other | | 5 | | 120,000.00 |
| | | | | | | | | | | | .00 | .00 |
| BUA | 1112-000-0000-000000-000-00-000-000-241000- | 08/15/2024 | JUNGLEURR | 142 | | | | Appropriations | | | | 120,000.00 |
| BUA | 1112-000-0000-000000-000-00-000-000-171000- | 08/15/2024 | JUNGLEURR | 142 | | | | Estimated Revenues | | | 120,000.00 | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | | | | 120,000.00 | 120,000.00 |
| JOURNAL 2024/11/112609 TOTAL | | | | | | | | | | | 120,000.00 | 120,000.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| FUND | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------|----------|--------|------------|--|------------|------------|
| 1112 | 2024 11 | 112609 | 08/15/2024 | Constitutional Gas Tax | | |
| | | | | 1112-000-0000-0000000-000-00-000-000-171000- | | |
| | | | | Estimated Revenues | 120,000.00 | |
| | | | | 1112-000-0000-0000000-000-00-000-000-241000- | | |
| | | | | Appropriations | | 120,000.00 |
| | | | | FUND TOTAL | 120,000.00 | 120,000.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

| PA JOURNAL SOURCE | PROJECT STRING | EFF DATE | GL YEAR/PER/JNL | REF1 | REF2 | REF3 | REF4 | T | AMOUNT |
|---|----------------------|------------|-----------------|------|------|------|-------------|---|-------------|
| ***** | | 08/15/2024 | 2024/11/112609 | | | | | | |
| PAB | CE24CIP008-CAP/GRANT | -SCRIP/DS | -563000 | 142 | | | T JUNGLEURR | 5 | 120,000.00 |
| PAB | CE24CIP008-GRANT | -STATE | -SCRAP | 142 | | | T JUNGLEURR | 5 | -120,000.00 |
| Project Expense String Totals | | | | | | | | | |
| CE24CIP008 Total: | | | | | | | | | 120,000.00 |
| Project FS String Totals | | | | | | | | | |
| CE24CIP008 Total: | | | | | | | | | -120,000.00 |
| PROJECT JOURNAL GRAND TOTAL: | | | | | | | | | 0.00 |
| ** END OF REPORT - Generated by Michael Catalano ** | | | | | | | | | |

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

SUBJECT: Approve the Reappointment of Stephen A. Civitelli as the Flagler County Representative to the Board of Directors of the Health Planning Council of Northeast Florida.

DATE OF MEETING:

OVERVIEW/SUMMARY: On February 19, 2024 this Board approved the appointment of Stephen A. Civitelli, RS, MPH, as the Administrator of the Flagler County Health Department and as the Flagler County Representative to the Board of Directors of the Health Planning Council of Northeast Florida to fulfill the term previously held by Robert Snyder, Jr. who's term expires October 2024.

The Health Planning Council of Northeast Florida was established under state health planning legislation and is funded by the state to conduct planning activities in Planning District IV, which includes the counties of Baker, Clay, Duval, Flagler, Nassau, St. Johns, and Volusia. This board consists of 12 executive-level volunteers representing each of the seven counties in our region, serving as Providers, Purchasers, or Consumers of health care services.

The Health Planning Council of Northeast Florida has requested the reappointment of Mr. Civitelli for the 2024-2026 term.

STRATEGIC PLAN:

Public Health & Safety

- Goal 3 – Improve Public Safety Response and Service Delivery Capabilities

Effective Government

- Goal 3 – Provide an Excellent Customer Experience
 - Objective EG 3.1: Create and implement best practices for customer interaction within all county departments/divisions.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jorge Salinas, Deputy County Administrator (386) 313-4001

RECOMMENDATIONS: Request the Board approve the reappointment of Stephen A. Civitelli as the Flagler County Representative to the Board of Directors of the Health Planning Council of Northeast Florida for the 2024-2026 term.

ATTACHMENT:

1. August 19, 2024 Health Planning Council of Northeast Florida – Request for Reappointment of Mr. Stephen Civitelli.



August 19, 2024

Commissioner Andy Dance, Chairman
Flagler County Board of County Commissioners
1769 E. Moody Blvd, Bldg 2
Bunnell, FL 32110

Dear Commissioner Dance,

I am writing to request your consideration for the reappointment of a Flagler County representative to the Board of Directors of the Health Planning Council of Northeast Florida.

The Health Planning Council of Northeast Florida was established under state health planning legislation and is funded by the state to conduct planning activities in Planning District IV, which includes the counties of Baker, Clay, Duval, Flagler, Nassau, St. Johns, and Volusia. Our board consists of 12 executive-level volunteers representing each of the seven counties in our region, serving as Providers, Purchasers, or Consumers of health care services.

Mr. Stephen Civitelli, MPH, Administrator of the Florida Department of Health in Flagler, currently represents Flagler County on our Board of Directors and has expressed his desire to be reappointed. We kindly request that you consider Mr. Civitelli for reappointment in the Purchaser category.

The term for this position expires at the annual meeting of the corporation in October 2024. According to Florida Statutes and the bylaws of the Health Planning Council, the Board of County Commissioners must either reappoint or replace this individual for a two-year term.

Thank you for your attention to this matter. Please feel free to contact me at (904) 312-0612 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Susan Grich". The signature is written in a cursive, flowing style.

Susan Grich
President & CEO
Health Planning Council of Northeast Florida, Inc.

cc: Wiatt Bowers, Chairman of the Board of Directors
Luci Dance, Executive Administrative Assistant to the County Administrator,
Flagler County

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

SUBJECT: Approve Agreement with the Flagler County Humane Society for Animal Control Services, Animal Shelter Services, and Spay and Neuter Programs.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: The Flagler County Humane Society (FHS) contracts with the County to provide animal control and animal shelter services including a spay and neuter program, enforcement of the County animal neglect ordinance, and sheltering of seized and abandoned animals. Under the new contract, the County will pay FHS an annual fee of \$208,349.00 and up to \$90,000.00 annually for sheltering, spaying and neutering, which is adjusted annually for CPI per the contract to allow continued enforcement of Animal Control Ordinances in the unincorporated areas of Flagler County. The overall costs for spaying, neutering, and sheltering depend on the number of animal cases in a given year. The contract also cancels out the current contract and starts a new contract with the expiration date of September 2027. The term of this agreement shall also have two (2), two (2) year renewals upon agreement and the completion of the County extension form.

STRATEGIC PLAN:

Focus Area: Effective Government

Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government

FUNDING INFORMATION: Funding is appropriated annually as part of the budget process.

DEPARTMENT CONTACT: Sean Moylan, Deputy County Attorney (386) 313-4005
E. John Brower, Financial Services Director (386) 313-4008

RECOMMENDATION: Request the Board approve the New Agreement with the Flagler County Humane Society for Animal Control and Animal Shelter Services.

ATTACHMENTS:

1. New Animal Control Contract
2. Previous Animal Control Contract

**AGREEMENT BY AND BETWEEN FLAGLER COUNTY, FLORIDA
AND THE FLAGLER HUMANE SOCIETY, INC. FOR
ANIMAL CONTROL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between Flagler County, with offices located at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (hereinafter referred to as “COUNTY”), and Flagler Humane Society, Inc., a Florida nonprofit corporation, with offices located at 1 Shelter Dr., Palm Coast, FL 32137 (hereinafter referred to as “FHS”), (collectively, “COUNTY” and “FHS” are hereinafter referred to as “PARTIES”).

1. Term of Agreement. The term of this Agreement commences on October 1, 2024, and will terminate September 30, 2027, unless on or before May 31st of any year, either PARTY provides the other PARTY written notice of its intent to terminate this Agreement, in which case this Agreement will terminate September 30th of the year in which the notice of termination is provided. The term of this Agreement shall have two (2), two-year renewals upon agreement of the parties and an executed extension amendment. Upon the commencement of this Agreement, this Agreement shall supersede and replace the Amended and Restated Agreement of the parties entered into on September 7, 2022.

3. Compensation and Method of Payment

3.1 FHS shall provide the animal control services described herein and in Exhibit “A”, attached hereto and incorporated herein (the “Services”) to the COUNTY. The COUNTY shall make the following payments to FHS for Services provided as follows:

- a. Animal Control Services - COUNTY shall pay to FHS the annual sum of Two Hundred Eight Thousand Three Hundred Forty-Nine Dollars (\$208,349.00) for the Services within the period between October 1, 2024, and September 30, 2027. Such payments shall be made in monthly installments in the amount of Seventeen Thousand Three Hundred Sixty-Two Dollars and 42/100 Cents (\$17,362.42) due and payable upon receiving a monthly invoice from FHS.
- b. Animal Shelter Services and Spay and Neuter Program – COUNTY agrees to pay FHS shelter (housing) costs based on the five-day stray/holding period and Spay and Neutering Program costs in the fee schedule listed below, up to an annual maximum cost to the COUNTY not to exceed Ninety Thousand Dollars (\$90,000). These fees shall be billed on a monthly basis, due and payable upon receiving a monthly invoice from FHS to include the data as described in Exhibit “B”. The fee schedule is as follows:
 - i. One Hundred Thirty-Two Dollars (\$132) per impounded animal.
 - ii. Four Hundred Dollars (\$400) per animal that is to be placed under quarantine or tested for rabies.
 - iii. An additional Thirty Dollars (\$30) per animal per day, plus medical costs, for animals involved in any litigation pending judge’s order or court appearance.
 - iv. Twenty-Five Dollars (\$25) per impounded wildlife and Seventy-Five Dollars (\$75) per impounded livestock.
 - v. Twenty-Five Dollars (\$25) per dead animal on arrival.

- vi. Owner in custody, hospital, or safehouse – One Hundred Thirty-Two dollars (\$132) per animal plus fifteen dollars (\$15) per day after 5 days, spay/neuter at FHS expense.
- vii. Animals who give birth during stray period – One Hundred Thirty-Two dollars (\$132) per animal born.
- viii. Spay/Neutering Service – Twenty-five dollars (\$25) per sterilized animal.

c. FHS shall send bills to Flagler County, Attn: BOCC Financial Services Department, 1769 E. Moody Blvd, Building 2, Bunnell, 32110. COUNTY agrees to pay FHS as stated herein for the Services within the period of time established by the Florida Prompt Payment Act after the receipt of an approved invoice therefor. COUNTY shall notify FHS in writing of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

3.2 The total annual compensation amounts payable to FHS provided in Subsections 3.1a and 3.1b above shall be inflation adjusted annually for succeeding years of this Agreement, to be effective as of October 1 to align with the COUNTY's fiscal year. The annual adjustments for these charges and fees shall each be based on the Consumer Price Index's year-over-year percent change for the month of May as reported for the South Region by the United States Bureau of Labor Statistics, or 3%, whichever is lower.

3.3 As authorized by Section 828.27(4)(b), Florida Statutes, and required by Section 5-27, Flagler County Code, a Five Dollar (\$5.00) surcharge on each citation written by Animal Services is to be collected and distributed to FHS to help defray the cost of training for Animal Control Officers.

- 4. **Amendment.** This Agreement may be amended only in writing approved and signed by each PARTY. The PARTIES hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of the Services provided for herein on a fair and just basis.
- 5. **Termination for Default.** FHS shall be considered in material default of this Agreement, and such default shall be considered cause for COUNTY to terminate this Agreement as further set forth in this section, if FHS fails to properly and timely perform the Services as agreed with the COUNTY in Exhibit "A" or breaches any other provision of this Agreement. The COUNTY may terminate this Agreement for cause by providing written notice of termination to FHS at least forty-five (45) days prior to the termination date. If the COUNTY deems failure by FHS to properly and timely perform the Services as agreed, FHS agrees that it shall not be entitled to receive any further payments hereunder.
- 6. **Termination for Convenience and Right of Suspension.** This Agreement may be terminated, in whole or in part, without cause by either PARTY upon one hundred twenty (120) days written notice to the other PARTY. In the event of termination for convenience, FHS shall be compensated, as provided herein, for Services performed through the termination date. FHS shall not be entitled to any other or further recovery against the COUNTY.
- 7. **Equal Opportunity Employer.** FHS certifies it is an equal opportunity employer and FHS does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era and disabled individuals.

- 8. Applicable Law/Venue.** This Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida, except its conflict of laws provisions. The exclusive jurisdiction and venue for resolving all issues relating to this Agreement shall be the Seventh Judicial Circuit in and for Flagler County, Florida.
- 9. Successors and Assigns.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigns. FHS shall not assign this Agreement without written consent of the COUNTY.
- 10. Entire Agreement.** This Agreement and the Exhibits hereto set forth the entire agreement between the PARTIES with respect to the subject matter hereof. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon COUNTY or FHS unless reduced to writing and signed by both PARTIES.
- 11. Partial Invalidity.** If any provision of this Agreement and its Exhibits, or any application thereof to any person or circumstances shall, to any extent, be declared invalid by a tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 12. Notices.** Any notices, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person, sent by United States Certified Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to each PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.
- 13. No Partnership.** Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and FHS, and they are and shall remain independent one as to the other.
- 14. Declaration.** FHS warrants it has not employed or retained any company or person, other than a bona fide employee of FHS to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for FHS any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Agreement. FHS shall not knowingly hire unauthorized aliens to provide Services under this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the funds provided to FHS hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 15. No Third-Party Beneficiaries.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY and FHS, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY and FHS and not for the benefit of any other party.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all the PARTIES hereto.

17. Public Records

17.1 Pursuant to Section 119.0701(2), Florida Statutes, FHS 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 FHS in conjunction with this Agreement. Specifically, FHS must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Services herein, including but not limited to: meeting notes, correspondences, memos, certifications, and invoices;
- 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;
- 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 FHS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

17.2 In performing the requirements herein, FHS shall promptly provide the COUNTY with a copy of any request to inspect or to copy public records in possession of FHS and consult with the COUNTY to ensure the request is responded to in accordance with the law. FHS shall promptly provide the COUNTY with a copy of FHS'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 Agreement as provided herein and to pursue any other remedies against FHS available in equity or law.

17.3 IF FHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FHS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4055, [PUBLIC RECORDS@FLAGLERCOUNTY.GOV](mailto:PUBLIC.RECORDS@FLAGLERCOUNTY.GOV), AND 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

18. Interpretation. 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 FHS and the COUNTY have contributed substantially and materially to the preparation hereof.

19. Force Majeure. Neither PARTY shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility,

revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the PARTY seeking relief under this Section.

- 20. Binding Authority.** Each PARTY hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.
- 21. Attorneys' Fees.** In the event of a dispute arising directly or indirectly from the terms and purpose of this Agreement, the prevailing PARTY shall be entitled to recovery of all reasonable attorney's fees, paralegal fees, and costs.
- 22. Liability.** FHS shall comply with all applicable laws in providing the Services to the COUNTY under this Agreement. The FHS agrees to hold harmless and indemnify the COUNTY for all claims, damages, or legal actions arising out of FHS' negligent or intentional acts or omissions in performing its obligations under this Agreement.
- 23. County's Right to Enforce.** COUNTY reserves the right to appoint its own animal control officers with the powers to enforce the animal ordinances of the COUNTY and Florida Statutes relating to animals. When deemed necessary as it relates to the public health, safety, and welfare, the COUNTY reserves the right to have its own animal control officers take control of any situation relating to animal control services, and COUNTY agrees to provide written notice of same to FHS.
- 24. Purchase of Fuel from the County.** The COUNTY shall continue to allow the FHS to purchase fuel from the COUNTY system as an in-kind cost saving measure to FHS. Use of the COUNTY system shall be at the standard charges, procedures and terms that are applied to other outside agencies. Should the charges not be promptly paid or procedures followed the COUNTY shall reserve the right to deduct the amount owed from the payments described herein and discontinue providing such service to FHS.

[This space intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the day and year first above written.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

ATTEST:

Date: _____

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.16 10:12:00 -04'00'

Sean S. Moylan, Deputy County Attorney

[This space intentionally left blank; signature page to follow.]

**FLAGLER COUNTY HUMANE SOCIETY,
INC.**

Amy Carotenuto, Executive Director

Date: _____

ATTEST:

Signature

Print Name, Title

[This space intentionally left blank; exhibits to follow.]

EXHIBIT "A"

Scope of Services

1. Animal Control Services

Flagler Humane Society, Inc. (hereinafter, "FHS") agrees to provide animal control services in the geographical area comprised of the unincorporated areas of Flagler County to include neglected and abused animals as well as the impoundment of stray and nuisance animals and the issuance of citations according to chapter 5 of the Flagler County Code/Ordinances and Florida Statutes relating to animals.

- a. Animal Control Officers and personnel will be employed by FHS and shall be duly certified as Animal Control Officers in accordance with Section 828.27, Florida Statutes. Animal Control Officers shall not have, nor shall they engage in, a conflict of interest and shall at all times disclose any potential conflict to the chief executive officers of FHS
- b. FHS animal control vehicles shall be marked as such and have a vehicle identification number. All Animal Control Officers shall possess an identification badge containing the officers' name and picture. This badge must be shown upon request at all times when on duty and /or at all times while performing duties of an Animal Control Officer.
- c. Animal Control Officers shall conduct routine patrols in the areas serviced as part of their normal duties. FHS will, during the term of this Agreement, continue to cooperate with the COUNTY to establish a routine patrol schedule best designated to meet the needs of the COUNTY and the communities within the COUNTY.
- d. Animal control services coverage must be provided seven (7) days per week, eight (8) hours per day. These hours shall be based on the historical trends and/or of the busiest time(s) for animal service calls/needs.
 - i. Emergency after-hours coverage must be provided when the animal control officers are off duty. Emergencies may include, but are not limited to, an injured live animal, an animal attack/bite, and aggressive animals.
 - ii. After hours response shall be at the discretion of the on-call/Animal Control Officer and shall be for emergencies only.
- e. The County Attorney will represent Animal Control Officers in any proceedings arising from the enforcement of related ordinances and statues as referred to within this Agreement.

2. Animal Shelter Facilities for Impounded Animals

FHS shall operate animal shelter facilities in Flagler County for placement of impounded animals pursuant to the terms of this Agreement. FHS shall perform preventative and scheduled maintenance, as well as other cleaning measures, to promote healthy behaviors, protect against injuries and environmental hazards, and prevent the spread of diseases and illnesses.

- a. The COUNTY shall have the right to inspect the facility at any time during normal operating hours.
- b. Healthy impounded animals shall be held for five (5) days to allow an owner to reclaim them prior to being placed for adoption or euthanasia.
- c. To the extent possible, attempts should be made to place for adoption healthy impound animals.

3. Spay & Neuter Rebate Program

FHS shall implement its Spay & Neuter Rebate Program, and the COUNTY shall sponsor the program for Flagler County residents and shall reimburse FHS in accordance with this Agreement.

4. Service Delivery Improvement

At no additional cost to the COUNTY, the FHS will work with and receive animals from all communities/municipalities within the County on the same or similar terms as with the COUNTY based on the investment the citizens of those communities/municipalities have made in the Humane Society facility. FHS will work with the communities/municipalities by hosting, on an annual basis, an open house at the FHS facility to solicit feedback.

[This space intentionally left blank; Exhibit B to follow.]

EXHIBIT "B"

Reporting Requirements

Reporting Requirements – On a monthly basis, FHS shall provide to COUNTY a report containing the data sets on the following page, in the format depicted, along with the corresponding invoice in order to receive payment.

[This space intentionally left blank.]

**Flagler Humane Society Animal Control Monthly
Shelter Activity Report**

From _____ To _____

| SPECIES | INTAKE DATE | INTAKE TYPE | INTAKE SUBTYPE | FOUND ADDRESS | JURISDICTION IN | OUTCOME TYPE |
|-------------|-------------|-------------|------------------------|---------------|------------------------|--------------|
| Sample Dogs | 0/0/20-- | Stray | Animal Control Pick up | Mango Ave | Unincorporated Flagler | Adoption |

**Flagler Humane Society Animal Control Monthly
Community Activity Report**

From _____ To _____

| EUTHANASIA NUMBERS | Sick | Behavior | Age | Space | Other | Total |
|--------------------|------|----------|-----|-------|-------|-------|
| | | | | | | |
| Dogs | | | | | | |
| Cats | | | | | | |
| Wildlife | | | | | | |
| Other | | | | | | |
| Total | | | | | | |

**AMENDED AND RESTATED
AGREEMENT BY AND BETWEEN FLAGLER COUNTY, FLORIDA
AND THE FLAGLER HUMANE SOCIETY, INC. FOR
ANIMAL CONTROL SERVICES**

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("Amended Agreement") is made and entered into as of the 7 day of September 2022, to be effective on October 1, 2022, by and between Flagler County, with offices located at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (hereinafter referred to as "COUNTY"), and Flagler Humane Society, Inc., a Florida nonprofit corporation, with offices located at 1 Shelter Dr., Palm Coast, FL 32137 (hereinafter referred to as "FHS"), (collectively, "COUNTY" and "FHS" are hereinafter referred to as "PARTIES").

WITNESSETH:

WHEREAS, COUNTY contributed approximately \$300,000.00 toward the cost of FHS' animal shelter facility in Flagler County, and the COUNTY has contracted with FHS to provide animal control services and animal sheltering for unincorporated Flagler County since 1983; and

WHEREAS, the PARTIES entered into that certain agreement dated July 15, 2019, describing the terms and conditions by which FHS would provide professional animal control services on behalf of the COUNTY, and the COUNTY and FHS amended the agreement in November 2021 to provide FHS greater flexibility in applying COUNTY funds to particular animal services in high demand (the "2019 Agreement"); and

WHEREAS, the 2019 Agreement as amended will terminate on September 30, 2025; and

WHEREAS, the PARTIES again wish to amend and restate the 2019 Agreement to extend the term to September 30, 2025 and to increase the funds the COUNTY provides to FHS to match the increasing cost of providing animal services on behalf of the COUNTY.

NOW, THEREFORE, the PARTIES, in consideration of the mutual covenants hereinafter set forth for services, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Recitals.** The above recitals represent the understanding of the parties, form the basis of this Amended Agreement, and are incorporated as if fully set forth herein.
2. **Term of Agreement.** The term of this Amended Agreement commenced on October 1, 2019, and will terminate September 30, 2025, unless on or before May 31st of any year, either PARTY provides the other PARTY written notice of its intent to terminate this Amended Agreement, in which case this Amended Agreement will terminate September 30th of the year in which the notice of termination is provided.
3. **Compensation and Method of Payment**
 - 2.1 FHS shall provide the animal control services described herein and in Exhibit A, attached hereto and incorporated herein (the "Services") to the COUNTY. The COUNTY shall make the following payments to FHS for Services provided as follows:

- a. Animal Control Services - County shall pay to FHS the annual sum of One Hundred Eighty-Six Thousand and 00/100ths Dollars (\$186,000) for the Services for the period between October 1, 2022 and September 30, 2025. Such payments shall be made in monthly installments in the amount of Fifteen Thousand Five Hundred Dollars (\$15,500) and shall be invoiced monthly.
- b. Animal Shelter Services and Spay and Neuter Program – COUNTY agrees to pay FHS shelter (housing) costs based on the five day stray/holding period and Spay and Neutering Program costs in the fee amounts listed below, up to an annual maximum cost to the COUNTY not to exceed Ninety Thousand and 00/100ths Dollars (\$90,000). These fees shall be billed on a monthly basis, due and payable upon the first of each month. The fee schedule is as follows:
 - i. Ninety-Five Dollars (\$95) per impounded animal.
 - ii. Three Hundred Dollars (\$300) per animal that is to be placed under quarantine, or tested for rabies.
 - iii. An additional Thirty Dollars (\$30) per animal per day, plus medical costs, for animals involved in any litigation pending judge's order or court appearance.
 - iv. Twenty-Five Dollars (\$25) per impounded wildlife and Fifty Dollars (\$50) per impounded livestock.
 - v. Twenty-Five Dollars (\$25) per dead on arrival.
 - vi. Owner in custody, hospital, or safehouse – Ninety-five dollars (\$95) per animal plus fifteen dollars (\$15) per day after 5 days, spay/neuter at FHS expense.
 - vii. Animals who give birth during stray period – Ninety-five dollars (\$95) per animal born.
 - viii. Spay/Neutering Service – Twenty-five dollars (\$25) per sterilized animal.
- c. FHS shall send bills to Flagler County, Attn: BOCC Financial Services Department, 1769 E. Moody Blvd, Building 2, Bunnell, 32110. COUNTY agrees to pay FHS as stated herein for the Services within the period of time established by the Florida Prompt Payment Act after the receipt of an approved invoice therefor. COUNTY shall notify FHS in writing of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

2.2 The total annual compensation amounts payable to FHS provided in Subsections 2.1a and 2.1b above shall be adjusted annually for succeeding years of this Amended Agreement, which adjustment shall be effective as of October 1 of each succeeding year, computed as follows: the annual amounts (not including units of service) shall each be increased by 3% or by the increase in the Consumer Price Index for All Urban Consumers, South Region published by the U.S. Bureau of Labor, comparing a 12 month time period ending on June 30.

- 2.3 As authorized by Section 828.27(4)(b), Florida Statutes, and required by Section 5-27, Flagler County Code, a Five Dollar (\$5.00) surcharge on each citation written by Animal Services is to be collected and distributed to FHS to help defray the cost of training for Animal Control Officers.
3. **Amendment.** This Amended Agreement may be further amended only in writing approved and signed by each PARTY. The PARTIES hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of the Services provided for herein on a fair and just basis.
 4. **Termination for Default.** FHS shall be considered in material default of this Amended Agreement, and such default shall be considered cause for COUNTY to terminate this Amended Agreement as further set forth in this section, if FHS fails to properly and timely perform the Services as agreed with the COUNTY in Exhibit "A" or breaches any other provision of this Amended Agreement. The COUNTY may terminate this Amended Agreement for cause by providing written notice of termination to FHS at least forty-five (45) days prior to the termination date. If the COUNTY deems failure by FHS to properly and timely perform the Services as agreed, FHS agrees that it shall not be entitled to receive any further payments hereunder.
 5. **Termination for Convenience and Right of Suspension.** This Amended Agreement may be terminated, in whole or in part, without cause by either PARTY upon one hundred twenty (120) days written notice to the other PARTY. In the event of termination for convenience, FHS shall be compensated, as provided herein, for Services performed through the termination date. FHS shall not be entitled to any other or further recovery against the COUNTY.
 6. **Equal Opportunity Employer.** FHS certifies it is an equal opportunity employer and FHS does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era and disabled individuals.
 7. **Applicable Law/Venue.** This Amended Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida, except its conflict of laws provisions. The exclusive jurisdiction and venue for resolving all issues relating to this Amended Agreement shall be the Seventh Judicial Circuit in and for Flagler County, Florida.
 8. **Successors and Assigns.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigns. FHS shall not assign this Amended Agreement without written consent of the COUNTY.
 9. **Entire Agreement.** This Amended Agreement and the Exhibits hereto set forth the entire agreement between the PARTIES with respect to the subject matter hereof. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Amended Agreement shall be binding upon COUNTY or FHS unless reduced to writing and signed by both PARTIES.

- 10. Partial Invalidity.** If any provision of this Amended Agreement and its Exhibits, or any application thereof to any person or circumstances shall, to any extent, be declared invalid by a tribunal of competent jurisdiction, the remainder of this Amended Agreement or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each remaining provision of this Amended Agreement shall be valid and enforced to the fullest extent permitted by law.
- 11. Notices.** Any notices, demand, request or other instrument which may be or is required to be given under this Amended Agreement shall be delivered in person, sent by United States Certified Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to each PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.
- 12. No Partnership.** Nothing contained in this Amended Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and FHS, and they are and shall remain independent one as to the other.
- 13. Declaration.** FHS warrants it has not employed or retained any company or person, other than a bona fide employee of FHS to solicit or secure this Amended Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for FHS any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Amended Agreement. FHS shall not knowingly hire unauthorized aliens to provide Services under this Amended Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Amended Agreement without liability and, at its discretion, to deduct from the funds provided to FHS hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 14. No Third-Party Beneficiaries.** Nothing under this Amended Agreement shall be construed to give any rights or benefits in this Amended Agreement to anyone other than COUNTY and FHS, and all duties and responsibilities undertaken pursuant to this Amended Agreement will be for the sole and exclusive benefit of COUNTY and FHS and not for the benefit of any other party.
- 15. Counterparts.** This Amended Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one Amended Agreement binding upon all of the PARTIES hereto.
- 16. Public Records**
- 16.1 Pursuant to Section 119.0701(2), Florida Statutes, FHS 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 FHS in conjunction with this Amended Agreement. Specifically, FHS must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Services herein, including but not limited to: meeting notes, correspondences, memos, certifications, and invoices;
- 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;
- 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 FHS upon termination of this Amended Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

16.2 In performing the requirements herein, FHS shall promptly provide the COUNTY with a copy of any request to inspect or to copy public records in possession of FHS and consult with the COUNTY to ensure the request is responded to in accordance with the law. FHS shall promptly provide the COUNTY with a copy of FHS'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 Amended Agreement as provided herein and to pursue any other remedies against FHS available in equity or law.

16.3 IF FHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FHS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4039, PUBLIC RECORDS@FLAGLERCOUNTY.GOV, AND 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

17. Interpretation. This Amended 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 FHS and the COUNTY have contributed substantially and materially to the preparation hereof.

18. Force Majeure. Neither PARTY shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the PARTY seeking relief under this Section.

- 19. Binding Authority.** Each PARTY hereto represents to the other that it has undertaken all necessary actions to execute this Amended Agreement, and that it has the legal authority to enter into this Amended Agreement and to undertake all obligations imposed on it.
- 21. Attorneys' Fees.** In the event of a dispute arising directly or indirectly from the terms and purpose of this Amended Agreement, the prevailing PARTY shall be entitled to recovery of all reasonable attorney's fees, paralegal fees, and costs.
- 22. Liability.** FHS shall comply with all applicable laws in providing the Services to the COUNTY under this Amended Agreement. The FHS agrees to hold harmless and indemnify the COUNTY for all claims, damages, or legal actions arising out of FHS' negligent or intentional acts or omissions in performing its obligations under this Amended Agreement.
- 23. County's Right to Enforce.** COUNTY reserves the right to appoint its own animal control officers with the powers to enforce the animal ordinances of the COUNTY and Florida Statutes relating to animals. When deemed necessary as it relates to the public health, safety, and welfare, the COUNTY reserves the right to have its own animal control officers take control of any situation relating to animal control services, and COUNTY agrees to provide written notice of same to FHS.
- 24. Purchase of Fuel from the County.** The COUNTY shall continue to allow the FHS to purchase fuel from the COUNTY system as an in-kind cost saving measure to FHS. Use of the COUNTY system shall be at the standard charges, procedures and terms that are applied to other outside agencies. Should the charges not be promptly paid or procedures followed the COUNTY shall reserve the right to deduct the amount owed from the payments described herein and discontinue providing such service to FHS.
- 25. Reporting Requirement.** FHS shall provide a report that contains the components as outlined in Exhibit "B", attached hereto and incorporated herein.

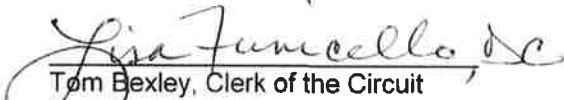
[This space intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amended Agreement to be executed on their behalf by their duly authorized representatives, all as of the day and year first above written.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS


Joseph F. Mullins, Chair

ATTEST:


Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.08.29 13:02:02 -04'00'
Sean S. Moylan, Deputy County Attorney

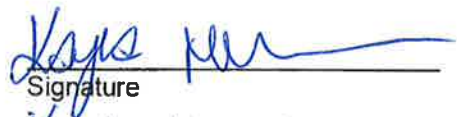
[This space intentionally left blank. Signature page to follow.]

**FLAGLER COUNTY HUMANE SOCIETY,
INC.**



Amy Carotenuto, Executive Director

ATTEST:



Signature

Kayla Miller, Recruitment Analyst
Print/Name, Title

[This space intentionally left blank. Signature page to follow.]

EXHIBIT "A"

Scope of Services

1. Animal Control Services

Flagler Humane Society, Inc. (hereinafter, "FHS") agrees to provide animal control services in the geographical area comprised of the unincorporated areas of Flagler County to include neglected and abused animals as well as the impoundment of stray and nuisance animals and the issuance of citations according to the animal ordinances of Flagler County and Florida Statutes relating to animals.

- a. Animal control officers and personnel will be employed by FHS and shall be duly certified as animal control officers in accordance with Section 828.27, Florida Statutes. In prosecuting any case under the animal control ordinances of the County, animal control officers shall not have, nor shall they engage in, a conflict of interest and shall at all times disclose any potential conflict to the chief executive officers of FHS
- b. FHS animal control vehicles shall be marked as such and have a vehicle identification number. All animal control officers shall possess identification badge containing the officers' name and at all times will be shown to a party upon request.
- c. Animal control officers shall conduct routine patrols in the areas serviced as part of their normal duties. FHS will, during the term of this Amended Agreement, continue to cooperate with the County to establish a routine patrol schedule best designated to meet the needs of the County and the communities within the County.
- d. Animal control services coverage will be provided seven (7) days per week, eight (8) hours per day.
 - i. Emergency after-hours coverage will be provided when the animal control officers are off-duty. Emergencies may include, but are not limited to, an injured live animal, an animal attack/bite, and aggressive animals.
 - ii. After hours response shall be at the discretion of the on-call officer and shall be for emergencies only.
- e. The County Attorney will represent animal control officers in any proceedings arising out of the animal control ordinance of the County.

2. Animal Shelter Facilities for Impounded Animals

FHS shall operate animal shelter facilities in Flagler County for placement of impounded animals pursuant to the terms of this Amended Agreement. FHS shall perform preventative and scheduled maintenance as well as cleaning measures that prevent epidemics and the spread of disease, protect against environmental hazards, promote healthy behaviors, and prevent injuries and illness.

- a. The COUNTY shall have the right to inspect the facility at any time during normal operating hours.

- b. Healthy impounded animals shall be held for five (5) days to allow an owner to reclaim them prior to being placed for adoption or euthanasia.
- c. To the extent possible, attempts should be made to place for adoption healthy impound animals.

3. Spay & Neuter Rebate Program

FHS shall implement its Spay & Neuter Rebate Program, and the COUNTY shall sponsor the program for Flagler County residents and shall reimburse FHS in accordance with the Amended Agreement.

4. Service Delivery Improvement

At no additional cost to the COUNTY, The FHS will work with and receive animals from all communities/municipalities within the County on the same or similar terms as with the County, based on the investment the citizens of those communities/municipalities have made in the Humane Society facility. FHS will work with the communities/municipalities by hosting, on an annual basis, an open house at the FHS facility to solicit feedback.

[This space intentionally left blank. Exhibit B to follow.]

EXHIBIT "B"

Reporting Requirements

Reporting Requirements – On a quarterly basis, FHS shall provide to COUNTY a report that contain the in the format and containing the data sets on the following page.

[This space intentionally left blank. Report template begins on following page.]

**Flagler Humane Society Animal Control Quarterly
Shelter Activity Report**

From _____ To _____

| SPECIES | INTAKE DATE | INTAKE TYPE | INTAKE SUBTYPE | FOUND ADDRESS | JURISDICTION IN | OUTCOME TYPE |
|-------------|-------------|-------------|------------------------|---------------|------------------------|--------------|
| Sample Dogs | 0/0/20-- | Stray | Animal Control Pick up | Mango Ave | Unincorporated Flagler | Adoption |

**Flagler Humane Society Animal Control Quarterly
Community Activity Report**

From _____ To _____

| EUTHANASIA NUMBERS | Sick | Behavior | Age | Space | Other | Total |
|--------------------|------|----------|-----|-------|-------|-------|
| | | | | | | |
| Dogs | | | | | | |
| Cats | | | | | | |
| Wildlife | | | | | | |
| Other | | | | | | |
| Total | | | | | | |

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

SUBJECT: Consideration to Approve the Older Americans Act (OAA) Contract Amendment and Amend the FY 2023-2024 Budget to Recognize Unanticipated Revenue for the Department of Health and Human Services' Senior Services Division.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: The Senior Services Division at Flagler County's Department of Health and Human Services (HHS) provides an array of supportive services to seniors in the community, as well as evaluation and referral to supports available from other service providers. Services are funded by Federal and State grants, matched with local government funds.

HHS seeks to recognize grant funds that were unspent at the end of FY2022/23 but remain available to carry forward in FY23/24. The Older Americans Act funding agreement is being amended, recognizing carry forward of funds. The original total contract amount of \$400,526.85 increased by \$134,014.13, with the new total contract amount of \$534,540.98. This increased funding was recognized and incorporated into the FY22/23 budget, but due to the timing of the amendment the additional and remaining funds were not brought forward into the FY23/24 budget.

Carry forward funding falls under the following categories and corresponding eligible uses:

| Title III-B | Title III-C1 | Title III-C2 | Title III-E | NSIP |
|-------------|--------------|--------------|-------------|------------|
| \$43,645.30 | \$31,882.51 | \$95.35 | \$48,938.29 | \$9,452.68 |

STRATEGIC PLAN: Focus Area: Public Health & Safety

- Goal 1 – Increase Resident Awareness of Services Available of the Health and Human Services Department.
 - Objective PHS 1.1: Provide a range of educational programs.

FUNDING INFORMATION: Funding in the amount of \$134,015 will be appropriated in the General Fund 1001 upon approval of the Unanticipated Revenue Resolution.

DEPARTMENT CONTACT: Joe Hegedus, Health & Human Services Director 586-2324 x3626

RECOMMENDATIONS: Request the Board approve the Unanticipated Revenue Resolution and carry forward OAA funding to FY23/2024 Budget.

ATTACHMENTS:

1. 2024 Flagler County OAA Contract Amendment 1 (A024-FCBCC.A1)
2. Unanticipated Revenue Resolution

**AMENDMENT ONE
BETWEEN
NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDELSOURCE
AND
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS AMENDMENT entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource and the Flagler County Board of County Commissioners (Contractor), collectively referred to as the "Parties" hereby amends contract A024-FCBCC.

WHEREAS, the purpose of this Amendment is to increase the services and funding of contract A024-FCBCC and replace attachments. The total contract amount of \$400,526.85 is hereby increased by \$134,014.13. The total contract amount is hereby amended to read \$534,540.98, wherever stated throughout the contract.

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

1. Attachment II-Exhibit 2, Funding Summary, is hereby replaced.
2. Attachment IX, Budget Summary, is hereby replaced.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS WHEREOF, the Parties have caused this three (3) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of contract A023-FCBCC as amended. This Amendment is effective on the last date the Amendment has been duly signed by both Parties.

| | |
|---|---|
| FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS | NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDELSOURCE |
| SIGNED: | SIGNED: |
| NAME: HEIDI PETITO | NAME: LINDA LEVIN |
| TITLE: COUNTY ADMINISTRATOR | TITLE: CHIEF EXECUTIVE OFFICER |
| DATE: | DATE: |
| FEID: 59-6000605 | |
| DUNS NUMBER: 021121488 | |

SSM

**ATTACHMENT II
EXHIBIT 2 - FUNDING SUMMARY**

Note: Title 2 CFR Part 200, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

| | | | |
|--|-----------------------------------|-------------|---|
| GRANT AWARD (FAIN#): 2201FLOASS, 2201FLOACM, 2201FLOAHD, 2201FLOAPH, 2201FLOAFC, 2201FLOANS | | | FEDERAL AWARD DATE: 11/8/2021 and 11/10/2021 |
| UEI NUMBER: HAY7EXGPKGHS | | | |
| PROGRAM TITLE | FUNDING SOURCE | CFDA | AMOUNT |
| Older Americans Act Title III B – Support Services | U.S. Health and Human Services | 93.044 | \$ 189,530.36 |
| Older Americans Act Title III C1 – Congregate Meals | U.S. Health and Human Services | 93.045 | \$ 96,240.48 |
| Older Americans Act Title III C2 – Home Delivered Meals | U.S. Health and Human Services | 93.045 | \$ 111,291.16 |
| Older Americans Act Title III E – Caregiver Support Services | U.S. Health and Human Services | 93.052 | \$ 101,393.53 |
| Older Americans Act Nutrition Services Incentive Program (NSIP) | U.S. Health and Human Services | 93.053 | \$ 36,085.45 |
| TOTAL FEDERAL AWARD | | | \$ 534,540.98 |

**ATTACHMENT IX
BUDGET SUMMARY**

| Program | Service | Start Date | End Date | Contract Amt | Unit Rate | Units |
|---------|-----------------------|------------|------------|---------------------|-----------|--------|
| O3C1 | CNML | 1/1/2024 | 12/31/2024 | \$83,280.98 | \$10.00 | 8,330 |
| O3C1 | CNMLG | 1/1/2024 | 12/31/2024 | \$1,220.00 | \$10.00 | 122 |
| O3C1 | CNMLM | 1/1/2024 | 12/31/2024 | \$10.00 | \$10.00 | 0 |
| O3C1 | CNMLV | 1/1/2024 | 12/31/2024 | \$10.00 | \$10.00 | 0 |
| O3C1 | NTED | 1/1/2024 | 12/31/2024 | \$1,750.00 | \$3.50 | 500 |
| O3C1 | NTSC | 1/1/2024 | 12/31/2024 | \$3,520.00 | \$44.00 | 80 |
| O3C1 | NUCOI | 1/1/2024 | 12/31/2024 | \$5,700.00 | \$60.00 | 95 |
| O3C1 | OTR | 1/1/2024 | 12/31/2024 | \$749.50 | \$14.99 | 50 |
| | Total | | | \$96,240.48 | | |
| O3C2 | EHDM | 1/1/2024 | 12/31/2024 | \$10.00 | \$10.00 | 1 |
| O3C2 | HDM | 1/1/2024 | 12/31/2024 | \$104,797.78 | \$10.00 | 10,480 |
| O3C2 | NTED | 1/1/2024 | 12/31/2024 | \$6,303.50 | \$3.50 | 1,801 |
| O3C2 | OTR | 1/1/2024 | 12/31/2024 | \$179.88 | \$14.99 | 12 |
| | Total | | | \$111,291.16 | | |
| OA3B | CA | 1/1/2024 | 12/31/2024 | \$3,780.00 | \$31.50 | 120 |
| OA3B | HMK | 1/1/2024 | 12/31/2024 | \$45,985.32 | \$29.16 | 1,577 |
| OA3B | MATE | 1/1/2024 | 12/31/2024 | \$5,250.96 | \$0.00 | 1 |
| OA3B | MHSI | 1/1/2024 | 12/31/2024 | \$800.00 | \$80.00 | 10 |
| OA3B | PECA | 1/1/2024 | 12/31/2024 | \$234.08 | \$33.44 | 7 |
| OA3B | TRS | 1/1/2024 | 12/31/2024 | \$133,461.20 | \$18.80 | 7,100 |
| OA3B | TRSM | 1/1/2024 | 12/31/2024 | \$18.80 | \$18.80 | 0 |
| | Total | | | \$189,530.36 | | |
| OA3E | OTR | 1/1/2024 | 12/31/2024 | \$299.50 | \$14.99 | 19 |
| OA3E | RESF | 1/1/2024 | 12/31/2024 | \$1,549.00 | \$15.49 | 100 |
| OA3E | RESP | 1/1/2024 | 12/31/2024 | \$85,956.50 | \$29.95 | 2,870 |
| | Total | | | \$87,805.00 | | |
| OA3EG | CTSG | 1/1/2024 | 12/31/2024 | \$824.72 | \$31.72 | 26 |
| OA3EG | EDUCG | 1/1/2024 | 12/31/2024 | \$1,776.32 | \$31.72 | 56 |
| | Total | | | \$2,601.04 | | |
| OA3ES | MATE | 1/1/2024 | 12/31/2024 | \$497.21 | Variable | 1 |
| OA3ES | SCSM | 1/1/2024 | 12/31/2024 | \$10,490.28 | Variable | 1 |
| | Total | | | \$10,987.49 | | |
| NDP | CNML | 1/1/2024 | 12/31/2024 | \$18,041.76 | \$0.72 | 25,058 |
| NDP | HDM | 1/1/2024 | 12/31/2024 | \$18,043.69 | \$0.72 | 25,060 |
| | Total | | | \$36,085.45 | | |
| | Total Contract | | | \$534,540.98 | | |

RESOLUTION 2024 - __

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF FLAGLER COUNTY,
FLORIDA, TO AMEND THE GENERAL FUND
BUDGET FOR FISCAL YEAR 2023-24 TO
RECOGNIZE AND APPROPRIATE
UNANTICIPATED REVENUE**

WHEREAS, it is necessary to increase the General Fund 1001 to receive unanticipated grant revenue from the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource; and

WHEREAS, Section 129.06, 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 that the General Fund 1001 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 3rd day of September 2024

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.16 09:54:37 -04'00'

Sean S. Moylan, Deputy
County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|------------------|---|--------|------------|--------------------|--------------------------------|------------|-------------|---------------|----------------|-----|
| 2024 | 11 | 112470 | 08/14/2024 | 136 | BUA OAAURR23 | 1 2 | | | | |
| 1 | 00105011 | 534003 | | GenFund/Sen Srvc | Other Cont Svcs - Title IIIB | 08/14/2024 | 235,047.00 | 43,645.00 | 278,692.00 | |
| | 1001-105-0501-569300-560-56-000-000-534003- | | | | | | | | | |
| 2 | 00105031 | 534001 | | GenFund/Congr Meal | Cntrt/FC Transport-Congr Meals | 08/14/2024 | 308,605.00 | 31,883.00 | 340,488.00 | |
| | 1001-105-0503-569300-560-56-000-000-534001- | | | | | | | | | |
| 3 | 00105031 | 534001 | | GenFund/Congr Meal | Cntrt/FC Transport-Congr Meals | 08/14/2024 | 308,605.00 | 96.00 | 308,701.00 | |
| | 1001-105-0503-569300-560-56-000-000-534001- | | | | | | | | | |
| 4 | 00105011 | 534002 | | GenFund/Sen Srvc | Title IIIIE In Home Respite | 08/14/2024 | 67,162.00 | 48,938.00 | 116,100.00 | |
| | 1001-105-0501-569300-560-56-000-000-534002- | | | | | | | | | |
| 5 | 00105031 | 552002 | | GenFund/Congr Meal | Other Operating Expenses | 08/14/2024 | 232,501.00 | 9,453.00 | 241,954.00 | |
| | 1001-105-0503-569300-560-56-000-000-552002- | | | | | | | | | |
| 6 | 00113316 | 331690 | | General Fund | Fed Grt-Hum Srv-Other | 08/14/2024 | -667,653.00 | -9,453.00 | -677,106.00 | |
| | 1001-001-0000-331690-330-00-000-000-331690- | | | | | | | | | |
| 7 | 00113315 | 331620 | | General Fund | Fed Grt-Hum Srv-Public Asst | 08/14/2024 | -183,391.00 | -48,938.00 | -232,329.00 | |
| | 1001-001-0000-331620-330-00-000-000-331620- | | | | | | | | | |
| 8 | 00113316 | 331690 | | General Fund | Fed Grt-Hum Srv-Other | 08/14/2024 | -667,653.00 | -96.00 | -667,749.00 | |
| | 1001-001-0000-331690-330-00-000-000-331690- | | | | | | | | | |
| 9 | 00113316 | 331690 | | General Fund | Fed Grt-Hum Srv-Other | 08/14/2024 | -667,653.00 | -31,883.00 | -699,536.00 | |
| | 1001-001-0000-331690-330-00-000-000-331690- | | | | | | | | | |
| 10 | 00113316 | 331690 | | General Fund | Fed Grt-Hum Srv-Other | 08/14/2024 | -667,653.00 | -43,645.00 | -711,298.00 | |
| | 1001-001-0000-331690-330-00-000-000-331690- | | | | | | | | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

| YEAR PER | JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T | OB | DEBIT | CREDIT |
|--------------------------------|---|-------------|----------|----------|-------|-------|-------|--------------------------------|---|----|------------|------------|
| 2024 | 11 | 112470 | | | | | | | | | | |
| BUA | 1001-105-0501-569300-560-56-000-000-534003- | 08/14/2024 | OAAURR23 | 136 | | | | Other Cont Svcs - Title IIIB | T | 5 | 43,645.00 | |
| BUA | 1001-105-0503-569300-560-56-000-000-534001- | 08/14/2024 | OAAURR23 | 136 | | | | Cntrt/FC Transport-Congr Meals | T | 5 | 31,883.00 | |
| BUA | 1001-105-0503-569300-560-56-000-000-534001- | 08/14/2024 | OAAURR23 | 136 | | | | Cntrt/FC Transport-Congr Meals | T | 5 | 96.00 | |
| BUA | 1001-105-0501-569300-560-56-000-000-534002- | 08/14/2024 | OAAURR23 | 136 | | | | Title IIIIE In Home Respite | T | 5 | 48,938.00 | |
| BUA | 1001-105-0503-569300-560-56-000-000-552002- | 08/14/2024 | OAAURR23 | 136 | | | | Other Operating Expenses | T | 5 | 9,453.00 | |
| BUA | 1001-001-0000-331690-330-00-000-000-331690- | 08/14/2024 | OAAURR23 | 136 | | | | Fed Grt-Hum Srv-Other | T | 5 | | 9,453.00 |
| BUA | 1001-001-0000-331620-330-00-000-000-331620- | 08/14/2024 | OAAURR23 | 136 | | | | Fed Grt-Hum Srv-Public Asst | T | 5 | | 48,938.00 |
| BUA | 1001-001-0000-331690-330-00-000-000-331690- | 08/14/2024 | OAAURR23 | 136 | | | | Fed Grt-Hum Srv-Other | T | 5 | | 96.00 |
| BUA | 1001-001-0000-331690-330-00-000-000-331690- | 08/14/2024 | OAAURR23 | 136 | | | | Fed Grt-Hum Srv-Other | T | 5 | | 31,883.00 |
| BUA | 1001-001-0000-331690-330-00-000-000-331690- | 08/14/2024 | OAAURR23 | 136 | | | | Fed Grt-Hum Srv-Other | T | 5 | | 43,645.00 |
| | | | | | | | | | | | .00 | .00 |
| Appropriations | | | | | | | | | | | | 134,015.00 |
| Estimated Revenues | | | | | | | | | | | 134,015.00 | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | | | | 134,015.00 | 134,015.00 |
| JOURNAL 2024/11/112470 TOTAL | | | | | | | | | | | 134,015.00 | 134,015.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| FUND | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|--|----------|--------|------------|---------------------|------------|------------|
| 1001 General Fund | 2024 11 | 112470 | 08/14/2024 | | | |
| 1001-000-0000-000000-00-00-000-000-171000- | | | | Estimated Revenues | 134,015.00 | |
| 1001-000-0000-000000-00-00-000-000-241000- | | | | Appropriations | | 134,015.00 |
| | | | | FUND TOTAL | 134,015.00 | 134,015.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

| PA JOURNAL SOURCE | PROJECT STRING | EFF DATE | GL YEAR/PER/JNL | REF1 | REF2 | REF3 | REF4 | T | AMOUNT |
|-------------------------------|----------------------|------------|-----------------|------|------|------|----------|---|------------|
| ***** | | 08/14/2024 | 2024/11/112470 | | | | | | |
| PAB | SS24GRT004-OPR/LOCAL | -SS/1001 | -534003 | 136 | | | OAAURR23 | 5 | 43,645.00 |
| PAB | SS24GRT005-OPR/LOCAL | -CNG/1001 | -534001 | 136 | | | OAAURR23 | 5 | 31,883.00 |
| PAB | SS24GRT006-OPR/LOCAL | -CNG/1001 | -534001 | 136 | | | OAAURR23 | 5 | 96.00 |
| PAB | SS24GRT007-OPR/LOCAL | -SS/1001 | -534002 | 136 | | | OAAURR23 | 5 | 48,938.00 |
| PAB | SS24GRT008-OPR/LOCAL | -CNG/1001 | -552002 | 136 | | | OAAURR23 | 5 | 9,453.00 |
| PAB | SS24GRT008-GRANT | -FED | - | 136 | | | OAAURR23 | 5 | -9,453.00 |
| PAB | SS24GRT007-GRANT | -FED | - | 136 | | | OAAURR23 | 5 | -48,938.00 |
| PAB | SS24GRT006-GRANT | -FED | - | 136 | | | OAAURR23 | 5 | -96.00 |
| PAB | SS24GRT005-GRANT | -FED | - | 136 | | | OAAURR23 | 5 | -31,883.00 |
| PAB | SS24GRT004-GRANT | -FED | - | 136 | | | OAAURR23 | 5 | -43,645.00 |
| Project Expense String Totals | | | | | | | | | |
| SS24GRT004 Total: | | | | | | | | | 43,645.00 |
| SS24GRT005 Total: | | | | | | | | | 31,883.00 |
| SS24GRT006 Total: | | | | | | | | | 96.00 |
| SS24GRT007 Total: | | | | | | | | | 48,938.00 |
| SS24GRT008 Total: | | | | | | | | | 9,453.00 |
| 134,015.00 | | | | | | | | | |
| Project FS String Totals | | | | | | | | | |
| SS24GRT004 Total: | | | | | | | | | -43,645.00 |
| SS24GRT005 Total: | | | | | | | | | -31,883.00 |
| SS24GRT006 Total: | | | | | | | | | -96.00 |
| SS24GRT007 Total: | | | | | | | | | -48,938.00 |
| SS24GRT008 Total: | | | | | | | | | -9,453.00 |
| -134,015.00 | | | | | | | | | |
| PROJECT JOURNAL GRAND TOTAL: | | | | | | | | | 0.00 |

*** END OF REPORT - Generated by Michael Catalano ***

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

SUBJECT: Consideration of Board Certification of SHIP Fund Annual Report for 2021-2022.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: Flagler County annually receives funding from the Florida Housing Finance Corporation (FHFC) through a revenue-sharing program funded by document stamp taxes. Each annual allocation must be fully utilized within three years. The county's State Housing Initiatives Partnership (SHIP) annual report, detailing fund expenditures, requires certification by the Board of County Commissioners before submission to FHFC, which oversees the SHIP program.

The SHIP fiscal year runs from July 1st to June 30th. The current report covers the 2022 allocation and must be certified by September 15th, 2024. Funds can only be allocated to activities outlined in the approved Local Housing Assistance Plan (LHAP). Compliance requires adherence to the following criteria:

- 75% of funds must support construction activities.
- 65% of funds must promote homeownership.
- 30% of funds must assist households at 50% Area Median Income (AMI) or lower.
- An additional 30% of funds must assist households at 80% AMI or lower.
- 20% of funds must support special needs households.
- No more than 20% of funds may be used for mobile/manufactured housing.
- No more than 25% of funds may be allocated to rental activities

The 2022 funds must be spent by June 30, 2024, and the 2023 funds must be encumbered by June 30, 2024, as evidenced by an award letter. Additionally, interest accrued in the local housing trust fund and income from payoffs and foreclosures of SHIP properties, program income, must be spent on approved strategies by the same deadline. Program income is not subject to the same compliance criteria for homeownership and construction. For that reason, compliance percentages calculated in the annual report for interim data exceed 100%.

STRATEGIC PLAN:

- Focus Area: Economic Vitality
 - Goal 4 - Explore Affordable, Workforce and Attainable Housing Options
 - Objective EV 4.5: Through the State Housing Initiatives Partnership (SHIP) program, provide incentives that enable and preserve affordable homeownership and multifamily housing.
 - Measure 4.5.1 Create and implement a process to ensure projects are identified and funds are allocated appropriately.

FUNDING INFORMATION: Not applicable as this is reporting for previously expended funds.

DEPARTMENT CONTACT: Joseph Hegedus, Health & Human Services Director
(386) 586-2324

RECOMMENDATIONS: Request the Board certify the 2021-2022 SHIP Fund Annual Report.

ATTACHMENTS:

1. 2021-2022 SHIP Fund Annual Report
2. Certification Form
3. Ongoing Costs Email Adam Mengel

Title: SHIP Annual Report

Report Status: Unsubmitted

Flagler County / Palm Coast FY 2021/2022
Closeout

Form 1

SHIP Distribution Summary

Homeownership

| Code | Strategy | Expended Amount | Units | Encumbered Amount | Units | Unencumbered Amount | Units |
|------------------------------|-------------------------------|---------------------|-----------|-------------------|-------|---------------------|-------|
| 2 | Purchase Assistance | \$389,850.00 | 9 | | | | |
| 3 | Owner Occupied Rehabilitation | \$477,635.94 | 9 | | | | |
| Homeownership Totals: | | \$867,485.94 | 18 | | | | |

Rentals

| Code | Strategy | Expended Amount | Units | Encumbered Amount | Units | Unencumbered Amount | Units |
|-----------------------|---------------------|--------------------|----------|-------------------|-------|---------------------|-------|
| 16 | Disaster Assistance | \$4,091.38 | 2 | | | | |
| 17 | Emergency Repair | \$40,038.39 | 4 | | | | |
| Rental Totals: | | \$44,129.77 | 6 | | | | |

Subtotals: \$911,615.71 24

Additional Use of Funds

| Use | Expended |
|---------------------------|-------------|
| Administrative | \$79,363.40 |
| Homeownership Counseling | \$.00 |
| Admin From Program Income | \$10,534.94 |
| Admin From Disaster Funds | \$.00 |

Totals: \$1,001,514.05 24 \$.00 \$.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

| Source of Funds | Amount |
|------------------------------------|-----------------------|
| State Annual Distribution | \$793,634.00 |
| Program Income (Interest) | \$2,312.84 |
| Program Income (Payments) | \$208,385.98 |
| Recaptured Funds | \$.00 |
| Disaster Funds | |
| Other Funds | |
| Carryover funds from previous year | \$2,263.26 |
| Total: | \$1,006,596.08 |

*** Carry Forward to Next Year: \$5,082.03**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

| Description | Eff. | 1 Bed | 2 Bed | 3 Bed | 4 Bed |
|-------------|-------|-------|-------|-------|-------|
| ELI | 392 | 425 | 575 | 752 | 929 |
| VLI | 653 | 700 | 840 | 970 | 1,082 |
| LOW | 1,045 | 1,120 | 1,343 | 1,552 | 1,732 |
| MOD | 1,569 | 1,680 | 2,016 | 2,328 | 2,598 |
| Up to 140% | 1,830 | 1,960 | 2,352 | 2,716 | 3,031 |

Recap of Funding Sources for Units Produced ("Leveraging")

| Source of Funds Produced through June 30th for Units | Amount of Funds Expended to Date | % of Total Value |
|--|----------------------------------|------------------|
| SHIP Funds Expended | \$911,615.71 | 41.84% |
| Public Moneys Expended | \$971,100.00 | 44.57% |
| Private Funds Expended | \$290,000.00 | 13.31% |
| Owner Contribution | \$6,000.00 | .28% |
| Total Value of All Units | \$2,178,715.71 | 100.00% |

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

| Compliance Category | SHIP Funds | Trust Funds | % of Trust Fund | FL Statute Minimum % |
|-------------------------------|--------------|--------------|-----------------|----------------------|
| Homeownership | \$867,485.94 | \$795,897.26 | 108.99% | 65% |
| Construction / Rehabilitation | \$841,615.71 | \$795,897.26 | 105.74% | 75% |

Program Compliance - Income Set-Asides

| Income Category | SHIP Funds | Total Available Funds % * |
|-----------------|--------------|---------------------------|
| Extremely Low | \$.00 | .00% |
| Very Low | \$434,064.81 | 43.12% |
| Low | \$477,550.90 | 47.44% |
| Moderate | \$.00 | .00% |
| Over 120%-140% | \$.00 | .00% |
| Totals: | \$911,615.71 | 90.56% |

Project Funding for Expended Funds Only

| Income Category | Total Funds Mortgages, Loans & DPL's | Mortgages, Loans & DPL Unit #s | Total Funds SHIP Grants | SHIP Grant Unit #s | Total SHIP Funds Expended | Total # Units |
|-----------------|--------------------------------------|--------------------------------|-------------------------|--------------------|---------------------------|---------------|
| Extremely Low | | 0 | | 0 | \$.00 | 0 |
| Very Low | \$394,026.42 | 8 | \$40,038.39 | 4 | \$434,064.81 | 12 |
| Low | \$473,459.52 | 10 | \$4,091.38 | 2 | \$477,550.90 | 12 |
| Moderate | | 0 | | 0 | \$.00 | 0 |
| Over 120%-140% | | 0 | | 0 | \$.00 | 0 |
| Totals: | \$867,485.94 | 18 | \$44,129.77 | 6 | \$911,615.71 | 24 |

Form 3

Number of Households/Units Produced

| Strategy | List Unincorporated and Each Municipality | ELI | VLI | Low | Mod | Over 140% | Total |
|-------------------------------|---|-----|-----------|-----------|-----|-----------|-----------|
| Owner Occupied Rehabilitation | Palm Coast | | 3 | 2 | | | 5 |
| Owner Occupied Rehabilitation | Unincorporated | | 1 | | | | 1 |
| Owner Occupied Rehabilitation | Bunnell | | 2 | 1 | | | 3 |
| Purchase Assistance | Palm Coast | | 2 | 7 | | | 9 |
| Emergency Repair | Bunnell | | 2 | | | | 2 |
| Emergency Repair | Palm Coast | | 2 | | | | 2 |
| Disaster Assistance | Palm Coast | | | 1 | | | 1 |
| Disaster Assistance | Unincorporated | | | 1 | | | 1 |
| Totals: | | | 12 | 12 | | | 24 |

Characteristics/Age (Head of Household)

| Description | List Unincorporated and Each Municipality | 0 - 25 | 26 - 40 | 41 - 61 | 62+ | Total |
|-------------------------------|---|----------|----------|----------|-----------|-----------|
| Owner Occupied Rehabilitation | Palm Coast | | | 1 | 4 | 5 |
| Owner Occupied Rehabilitation | Unincorporated | | | 1 | | 1 |
| Owner Occupied Rehabilitation | Bunnell | 1 | | | 2 | 3 |
| Purchase Assistance | Palm Coast | | 6 | 2 | 1 | 9 |
| Emergency Repair | Bunnell | | | | 2 | 2 |
| Emergency Repair | Palm Coast | | | | 2 | 2 |
| Disaster Assistance | Palm Coast | | | | 1 | 1 |
| Disaster Assistance | Unincorporated | | | | 1 | 1 |
| Totals: | | 1 | 6 | 4 | 13 | 24 |

Family Size

| Description | List Unincorporated and Each Municipality | 1 Person | 2- 4 People | 5 + People | Total |
|-------------------------------|---|----------|-------------|------------|-----------|
| Owner Occupied Rehabilitation | Palm Coast | 3 | 2 | | 5 |
| Owner Occupied Rehabilitation | Unincorporated | | 1 | | 1 |
| Owner Occupied Rehabilitation | Bunnell | 2 | 1 | | 3 |
| Purchase Assistance | Palm Coast | | 8 | 1 | 9 |
| Emergency Repair | Bunnell | 1 | 1 | | 2 |
| Emergency Repair | Palm Coast | 2 | | | 2 |
| Disaster Assistance | Palm Coast | 1 | | | 1 |
| Disaster Assistance | Unincorporated | | 1 | | 1 |
| Totals: | | 9 | 14 | 1 | 24 |

Race (Head of Household)

| Description | List Unincorporated and Each Municipality | White | Black | Hispanic | Asian | Amer-Indian | Other | Total |
|-------------------------------|---|----------|-----------|----------|-------|-------------|-------|-----------|
| Owner Occupied Rehabilitation | Palm Coast | 1 | 3 | 1 | | | | 5 |
| Owner Occupied Rehabilitation | Unincorporated | 1 | | | | | | 1 |
| Owner Occupied Rehabilitation | Bunnell | | 3 | | | | | 3 |
| Purchase Assistance | Palm Coast | 4 | 5 | | | | | 9 |
| Emergency Repair | Bunnell | | 2 | | | | | 2 |
| Emergency Repair | Palm Coast | 1 | 1 | | | | | 2 |
| Disaster Assistance | Palm Coast | 1 | | | | | | 1 |
| Disaster Assistance | Unincorporated | 1 | | | | | | 1 |
| Totals: | | 9 | 14 | 1 | | | | 24 |

Demographics (Any Member of Household)

| Description | List Unincorporated and Each Municipality | Farm Worker | Home-less | Elderly | Total |
|-------------------------------|---|-------------|-----------|---------|-------|
| Owner Occupied Rehabilitation | Palm Coast | | | 4 | 4 |
| Owner Occupied Rehabilitation | Unincorporated | | | | 0 |
| Owner Occupied Rehabilitation | Bunnell | | | 2 | 2 |
| Purchase Assistance | Palm Coast | | | 1 | 1 |
| Emergency Repair | Bunnell | | | 2 | 2 |

| | | | | | |
|---------------------|----------------|--|--|-----------|-----------|
| Emergency Repair | Palm Coast | | | 2 | 2 |
| Disaster Assistance | Palm Coast | | | 1 | 1 |
| Disaster Assistance | Unincorporated | | | 1 | 1 |
| Totals: | | | | 13 | 13 |

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

| Description | Special Target Group | Expended Funds | Total # of Expended Units |
|---------------------|--------------------------|----------------|---------------------------|
| Purchase Assistance | Educator/School Employee | 39,950.00 | 1 |
| Purchase Assistance | Building Trades | 70,000.00 | 2 |

Form 4

Status of Incentive Strategies

| Incentive | Description (If Other) | Category | Status | Year Adopted (or N/A) |
|------------------------|--|----------|----------------------|-----------------------|
| Expedited permitting | Ord. No 2021-05 s.s.2, 6-21-administrative expedited permitting has previously been implemented. | Required | Adopted | 2021 |
| Ongoing review process | | Required | Implemented, in LHAP | 1992 |

Support Services

Flagler County's Health and Human Services Department offers a range of services, including Senior Services, Human Services, Housing Services, and an Adult Daycare Center. The Human Services division curates community resources, providing information on affordable housing options in Flagler County. The Extension Office offers various consumer education workshops, such as a First-Time Home Buyer's course available in both Spanish and English. Flagler County partners with the Flagler County Housing Authority and Flagler Habitat for Humanity to connect very low-income home buyers with available homeownership opportunities.

Other Accomplishments

Flagler County Housing Services collaborates with the City of Palm Coast to coordinate funding between the County's SHIP program and the City's CDBG program. The AHAC has participated in the City of Palm Coast's update of their Comprehensive Plan, which now emphasizes life-stage housing to enhance housing diversity in the City. The plan also includes combining SHIP and CDBG funds, considering local government matching funds to incentivize the development of affordable rental units.

Flagler County and the City of Palm Coast have partnered on a Housing Policy Forum, featuring expertise from the Florida Housing Coalition, local home builders, and both nonprofit and for-profit housing developers, to foster discussions on regulatory incentives for affordable housing development within the framework of the Live Local Act.

Additionally, Flagler County applied for and implemented a \$194,000 Hurricane Loss Mitigation Program (HLMP) grant to further enhance the resiliency of the county's housing inventory.

Availability for Public Inspection and Comments

Flagler County's Draft Annual Report is posted on Flaglercounty.gov/ship with the option to provide comments. Staff also provides the draft annual report to the Affordable Housing Advisory Committee with the option to allow for public comments.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **562**

Mortgage Foreclosures

- A. Very low income households in foreclosure: **6**
 - B. Low income households in foreclosure: **15**
 - C. Moderate households in foreclosure: **0**
- Foreclosed Loans Life-to-date: **21**

SHIP Program Foreclosure Percentage Rate Life to Date: **3.74**

Mortgage Defaults

- A. Very low income households in default: **8**
 - B. Low income households in default: **11**
 - C. Moderate households in default: **0**
- Defaulted Loans Life-to-date: **19**

SHIP Program Default Percentage Rate Life to Date: **3.38**

Strategies and Production Costs

| Strategy | Average Cost |
|-------------------------------|--------------|
| Disaster Assistance | \$2,045.69 |
| Emergency Repair | \$10,009.60 |
| Owner Occupied Rehabilitation | \$53,070.66 |
| Purchase Assistance | \$43,316.67 |

Expended Funds

Total Unit Count: **24** Total Expended Amount: **\$911,615.71**

| Strategy | Full Name | Address | City | Zip Code | Expended Funds | FY if Unit Already Counted |
|-------------------------------|-----------------|----------------------|------------|----------|----------------|----------------------------|
| Owner Occupied Rehabilitation | Misty Alexander | 13 Seone PI | Palm Coast | 32164 | \$70,404.57 | |
| Owner Occupied Rehabilitation | Maria Aponte | 32 Burroughs Dr | Palm Coast | 32137 | \$50,031.47 | |
| Owner Occupied Rehabilitation | Tena Ballard | 111 Canham | Bunnell | 32110 | \$75,919.44 | |
| Owner Occupied Rehabilitation | Dorothy Cross | 302 S. Church Street | Bunnell | 32110 | \$53,073.48 | |
| Owner Occupied Rehabilitation | Elnora Emanuel | 306 S. Cherry St | Bunnell | 32110 | \$51,666.20 | |

| | | | | | | |
|-------------------------------|-----------------------|-------------------|------------|-------|-------------|--|
| Owner Occupied Rehabilitation | Deyanni Evans | 1207 Sherman St | Bunnell | 32110 | \$34,394.25 | |
| Owner Occupied Rehabilitation | Dorothy Irving-Walker | 41 Wellstone Dr | Palm Coast | 32164 | \$27,445.17 | |
| Owner Occupied Rehabilitation | Kiplin McGann | 23 Birchfield | Palm Coast | 32137 | \$44,780.12 | |
| Owner Occupied Rehabilitation | Stacy Emanuel | 5 Rogers Ct | Palm Coast | 32164 | \$69,921.24 | |
| Purchase Assistance | Erika Obama | 27 Sentinel Tr | Palm Coast | 32164 | \$39,950.00 | |
| Purchase Assistance | Courtney Lewis | 2 Rycrest Ln | Palm Coast | 32164 | \$25,000.00 | |
| Purchase Assistance | Quannesia Patterson | 3 Underwick Tr | Palm Coast | 32164 | \$45,000.00 | |
| Purchase Assistance | Ashley Bruff | 35 Parkway Dr | Palm Coast | 32164 | \$45,000.00 | |
| Purchase Assistance | Shavonne Giddens | 28 Bunker View Dr | Palm Coast | 32137 | \$55,000.00 | |
| Purchase Assistance | Alisha Robbins | 203 Boulder Rock | Palm Coast | 32137 | \$45,000.00 | |
| Purchase Assistance | Ricky Robinson | 23 Barkwood In | Palm Coast | 32137 | \$45,000.00 | |
| Emergency Repair | Ben Brown | 1206 Lincoln | Bunnell | 32110 | \$4,268.76 | |
| Emergency Repair | Preston Jackson | 47 Wood Acre Ln | Palm Coast | 32164 | \$16,000.00 | |
| Emergency Repair | Lynette Capriotti | 13 Sligo Mill Ln | Palm Coast | 32164 | \$13,100.00 | |
| Disaster Assistance | Mabel Graten | 45 Forsythe | Palm Coast | 32137 | \$2,091.38 | |
| Disaster Assistance | Boris Bryskin | 56 Ocean St | Palm Coast | 32137 | \$2,000.00 | |
| Purchase Assistance | Cynthia Sanfilippo | 9 Pope Ln | Palm Coast | 32164 | \$39,950.00 | |
| Purchase Assistance | Naomi Jean | 25 Sentinel | Palm Coast | 32164 | \$49,950.00 | |
| Emergency Repair | Debra Franks | 810 Marion St | Bunnell | 32110 | \$6,669.63 | |

Administration by Entity

| Name | Business Type | Strategy Covered | Responsibility | Amount |
|--|------------------|------------------|----------------|-------------|
| Flagler County Board of County Commissioners | Local Government | All | Administration | \$89,898.34 |

Program Income

| Program Income Funds | |
|----------------------|--------------|
| Loan Repayment: | |
| Refinance: | |
| Foreclosure: | \$117,036.43 |
| Sale of Property: | \$91,349.55 |

| | |
|------------------|---------------------|
| Interest Earned: | \$2,312.84 |
| Total: | \$210,698.82 |

Number of Affordable Housing Applications

| Number of Affordable Housing Applications | |
|---|----|
| Submitted | 21 |
| Approved | 6 |
| Denied | 0 |

Explanation of Recaptured funds

| Description | Amount |
|---------------|---------------|
| | |
| | |
| | |
| Total: | \$0.00 |

Rental Developments

| Development Name | Owner | Address | City | Zip Code | SHIP Amount | SHIP Units | Compliance Monitored By |
|------------------|-------|---------|------|----------|-------------|------------|-------------------------|
| | | | | | | | |

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

| Code(s) | Strategies | Expended Amount | Units | Encumbered Amount | Units |
|---------|-------------------------------|-----------------|-------|-------------------|-------|
| 2 | Purchase Assistance | \$94,950.00 | 2 | | |
| 3 | Owner Occupied Rehabilitation | \$304,126.42 | 6 | | |
| 17 | Emergency Repair | \$10,938.39 | 2 | | |

Special Needs Category Breakdown by Strategy

| Strategies | Special Needs Category | Expended Amount | Units | Encumbered Amount | Units |
|-----------------------------------|--|-----------------|-------|-------------------|-------|
| (3) Owner Occupied Rehabilitation | Person with Disabling Condition (not DD) | \$304,126.42 | 6 | | |
| (2) Purchase Assistance | Person with Disabling Condition (not DD) | \$45,000.00 | 1 | | |
| (17) Emergency Repair | Person with Disabling Condition (not DD) | \$10,938.39 | 2 | | |
| (2) Purchase Assistance | Developmental Disabilities | \$49,950.00 | 1 | | |

Provide a description of efforts to reduce homelessness:

Flagler County's Human Services Division has long provided emergency rental assistance from its General Revenue, successfully limiting and preventing homelessness. The Division also offers financial assistance to eligible, uninsured citizens needing help with medical expenses, enabling them to return to work or apply for disability. The Human Services Division curates a comprehensive resource directory for citizens, connecting them to food, housing, assistance, mental health, and other community resources. Housing Services and Human Services collaborate with the Continuum of Care to ensure people at risk of or currently experiencing homelessness have access to community resources. Flagler County also implements a grants-to-agencies program through its Human Services Division to address service gaps in the community, funding services related to domestic violence, mental health, child services, addiction recovery, food availability, cold-weather sheltering, and early childhood learning. The Senior Services Division provides case management services through the Council on Aging and ElderSource. Case managers and aides collaborate with community entities such as community paramedics and other divisions to identify and properly refer homeowners or renters at risk of critical well-being instability, including issues related to food, safety, and housing.

Interim Year Data

Interim Year Data

| Interim Year 1 | | |
|---|----------------|---------|
| State Annual Distribution | \$1,156,274.00 | |
| Program Income | \$115,512.75 | |
| Program Funds Expended | \$352,033.94 | |
| Program Funds Encumbered | \$821,555.53 | |
| Total Administration Funds Expended | \$0.00 | |
| Total Administration Funds Encumbered | \$115,627.40 | |
| Homeownership Counseling | | |
| Disaster Funds | | |
| 65% Homeownership Requirement | \$1,173,589.47 | 101.50% |
| 75% Construction / Rehabilitation | \$1,173,589.47 | 101.50% |
| 30% Very & Extremely Low Income Requirement | \$621,795.19 | 48.89% |
| 30% Low Income Requirement | \$430,744.28 | 33.87% |
| 20% Special Needs Requirement | \$297,536.78 | 25.73% |
| Carry Forward to Next Year | | |

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of the Flagler County Board of County Commissioners, I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation (FHFC) is true and accurate for the closeout year **2022** and interim years **2023** and **2024**.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be **\$0.00**.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be **\$0.00**.

Staff Member responsible for submitting annual report to FHFC: Devrie Paradowski

| | | | |
|-------------------|------|--|------|
| Witness Signature | Date | Chief Elected Official or Designee Signature | Date |
|-------------------|------|--|------|

| | |
|----------------------|---|
| Witness Printed Name | Chief Elected Official or Designee Printed Name |
|----------------------|---|

| | |
|-------------------|------|
| Witness Signature | Date |
|-------------------|------|

| |
|----------------------|
| Witness Printed Name |
|----------------------|

or

ATTEST (Seal)

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee**. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Devrie Paradowski, MPA

From: Adam Mengel, AICP, LEED AP BD+C
Sent: Tuesday, July 30, 2024 8:57 AM
To: Devrie Paradowski, MPA
Cc: Joseph Hegedus; Simone Kenny; Hannah Lademann; Chuck Merenda
Subject: RE: SHIP Annual Report: Costs increasing housing past 12 months
Attachments: Certification Form.pdf

Hi Devrie:

The entry for the cumulative cost for both Item 3 and Item 4 on the Certification Form should be \$0.

I hope this helps and please contact me with any questions.

Thanks,

Adam

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director

E: amengel@flaglercounty.gov | V: 386-313-4065 | W: www.flaglercounty.gov



Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110



The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

From: Devrie Paradowski, MPA <DParadowski@flaglercounty.gov>
Sent: Monday, July 29, 2024 9:33 AM
To: Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>; Simone Kenny <SKenny@flaglercounty.gov>; Gina Lemon <glemon@flaglercounty.gov>; Hannah Lademann <HLademann@flaglercounty.gov>
Cc: Joseph Hegedus <JHegedus@flaglercounty.gov>
Subject: SHIP Annual Report: Costs increasing housing past 12 months

Good morning,

We have an annual report certification form on the Agenda for September 3rd. By statute, we must have a process in place that tracks any ordinances or regulation that would increase the cost to build or rehabilitate housing. The form is ask us what the costs would be.

Examples would be: 1. Increased permit or development fees. 2. New building code that requires additional structures or formations that would increase the cost to build a home.

On the form, even though the wording is confusing, we're attempting to report the estimated increase in costs, if any to any of these regulations. Please let us know if there are any costs associated with fees or regulatory requirements before the placeholder deadline of August 12th. We are looking at the past 12 months.

Thank you so much!!

Devrie Paradowski, MPA
Housing Program Manager

E: DParadowski@flaglercounty.gov | V: 386-586-2324 Ext: 3616 | W: www.flaglercounty.gov



Flagler County Board of County Commissioners
1000 Belle Terre Blvd
Palm Coast, FL 32164



The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

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

SUBJECT: Consideration of Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund (TIITF) for the State of Florida Department of Environmental Lands for the Docking Facility at Bull Creek Fish Camp.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: On April 16, 2024 staff received a renewal notice for the Sovereign Submerged Lands Lease number 180025592 that was originally executed on May15, 2010 for Bull Creek Fish Camp

The lease is issued by the TIITF for 12,989 square feet of submerged land for a period of 10 years. The uses described in the lease are for the operation of a 20-slip commercial docking facility and boat ramp to be used exclusively for the mooring of recreational vessels in conjunction with an upland fish camp, campground and commercial marina facility without fueling facilities. Liveaboard vessels are prohibited and a sewage pump-out facility is authorized if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health.

Current tentative plans are to replace existing wooden docks with aluminum floating docks. The terms of how the submerged land lease is to be used are still to be determined as the plans for Bull Creek are developed and finalized. After discussion with Division of State Lands staff, it was learned that renewal of this lease is suggested with the intent to amend terms later should they change, rather than to apply for a new lease in the future.

The Annual Lease Fee for the renewal is \$1661.29 plus sales tax. Pursuant to section 212.031 Florida Statutes within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. In addition, past annual lease fees are due to the state as indicated in Table 1, below.

Table 1. Fees due to State of Florida for Bull Creek Submerged Land Lease.

| Year | 2020 | 2021 | 2022 | 2023 | 2024 |
|---------|------------|------------|------------|------------|------------|
| Fee Due | \$1,661.29 | \$1,661.29 | \$1,661.29 | \$1,661.29 | \$1,661.29 |

STRATEGIC PLAN: Growth and Infrastructure

Goal 3 – Preserve & Enhance Cultural, Recreational & Leisure Activities

Objective GI 3.2: Preserve and expand access to historic structures and unique natural areas.

Objective GI 3.3 Expand and enhance options for cultural, leisure and recreational activities.

FUNDING INFORMATION: Funding is available within the Bull Creek division within the General Fund to pay the current and past fees totaling \$8,306.45.

DEPARTMENT CONTACT: Mike Dickson, General Services Director (386)-313-4191

RECOMMENDATIONS: Authorize the County Administrator to execute the lease agreement and all documents related to the lease agreement as approved to form by the County Attorney.

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

ATTACHMENTS:

1. One Sovereignty Submerged Lands Lease # 180025592
2. Minutes 05.17.2010 BCC Regular Meeting,
3. Florida Department of Environmental Protection 2000 Permit and Lease

This Instrument Prepared By:

Celeda Wallace

Action No. 48657

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 180025592

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Flagler County, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Sections 25 and 26, Township 12 South, Range 28 East, in Dead Lake, Bull Creek, Flagler County, Florida, containing 12,989 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 5, 2000.

TO HAVE THE USE OF the hereinabove described premises from May 15, 2020, the effective date of this lease renewal, through May 15, 2030, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 20-slip commercial docking facility and boat ramp to be used exclusively for the mooring of recreational vessels in conjunction with an upland fish camp, camp ground and commercial marina facility, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 18-142823-001-EI, dated May 15, 2000, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$1,661.29, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[01-01]

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Flagler County Florida
1769 E. Moody Boulevard
Bunnell, Florida 32110

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION: A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18- 21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Steward 4/15/2024
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Flagler County, Florida (SEAL)
By its Board of County Commissioners

Signature: _____

BY: _____
Original Signature of Executing Authority

Printed Name: _____

Andy Dance
Typed/Printed Name of Executing Authority

Address: _____

Chair
Title of Executing Authority

Signature: _____

Printed Name: _____

Address: _____

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20 ____, by Andy Dance as Chair, for and on behalf of the Board of County Commissioners of Flagler County, Florida. He is personally known to me or who has produced _____, as identification.

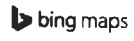
My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

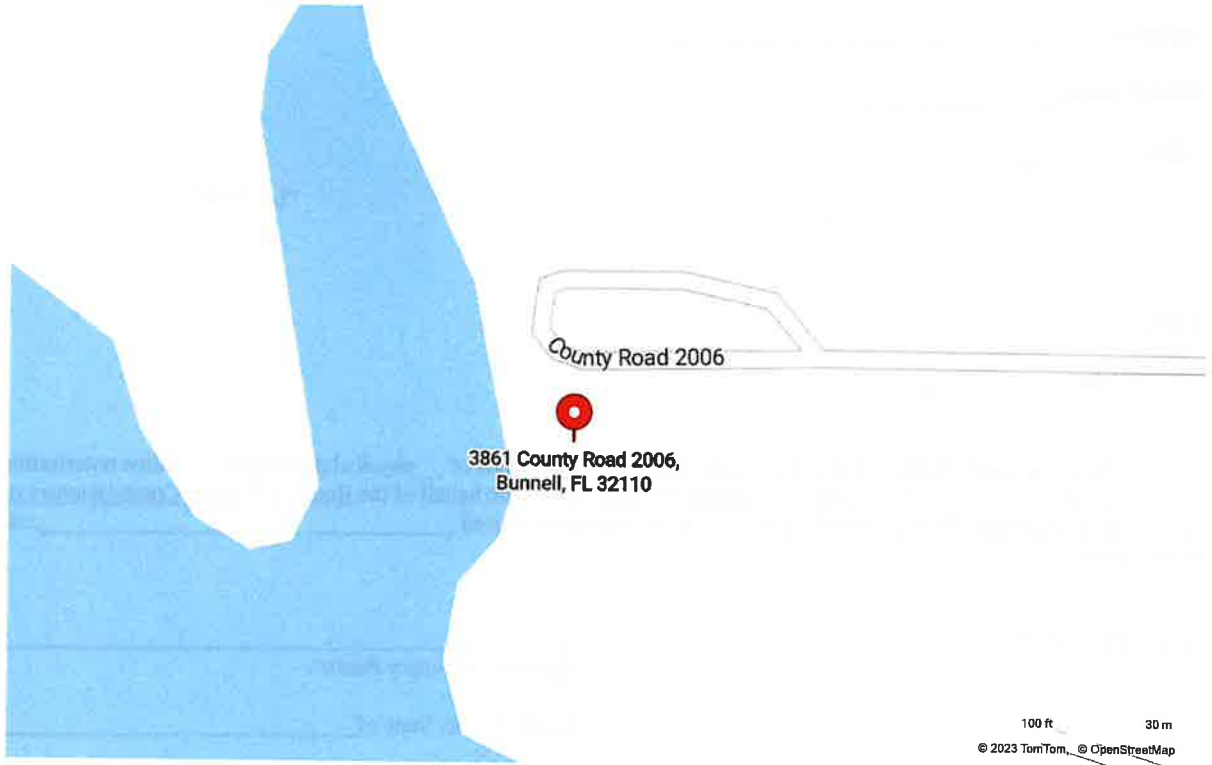
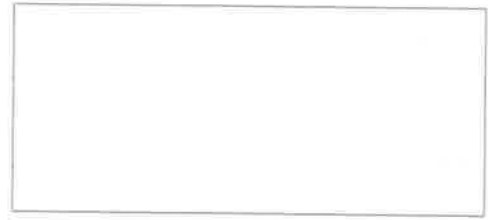
Commission/Serial No. _____

Printed, Typed or Stamped Name



3861 County Road 2006, Bunnell, FL 32110

Location: 29.422852, -81.435177



MAP OF SPECIFIC PURPOSE SURVEY

DESCRIPTION:

A PART OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA BEING IN SECTION 36, TOWNSHIP 12 SOUTH, RANGE 28 EAST AND LYING IN A BODY OF WATER LOCALLY CALLED BULL CREEK AND LYING NORTHERLY AND ADJACENT TO A PARCEL OF LAND DESCRIBED IN O.R.B. 490 PAGE 1020 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 25 TOWNSHIP 12 SOUTH RANGE 28 EAST BEING THE POINT OF REFERENCE, RUNNING THENCE S.88°20'W ALONG THE SOUTH LINE OF OF SAID SECTION 25 ALSO BEING THE CENTER LINE OF COUNTY ROAD 2006 (FORMALLY STATE ROAD 318) A DISTANCE OF 2330.50 FEET TO THE CENTER LINE OF TAFT STREET; THENCE S.88°47'00"W ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF COUNTY ROAD 2006 A DISTANCE OF 2192'± TO THE ORDINARY HIGH WATER (O.H.W.) LINE OF BULL CREEK; THENCE FOLLOWING THE O.H.W. LINE (AS LOCATED 9/10/98) S.16°08'30"E A DISTANCE OF 28.27' THENCE S.09°07'32"E A DISTANCE OF 2.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

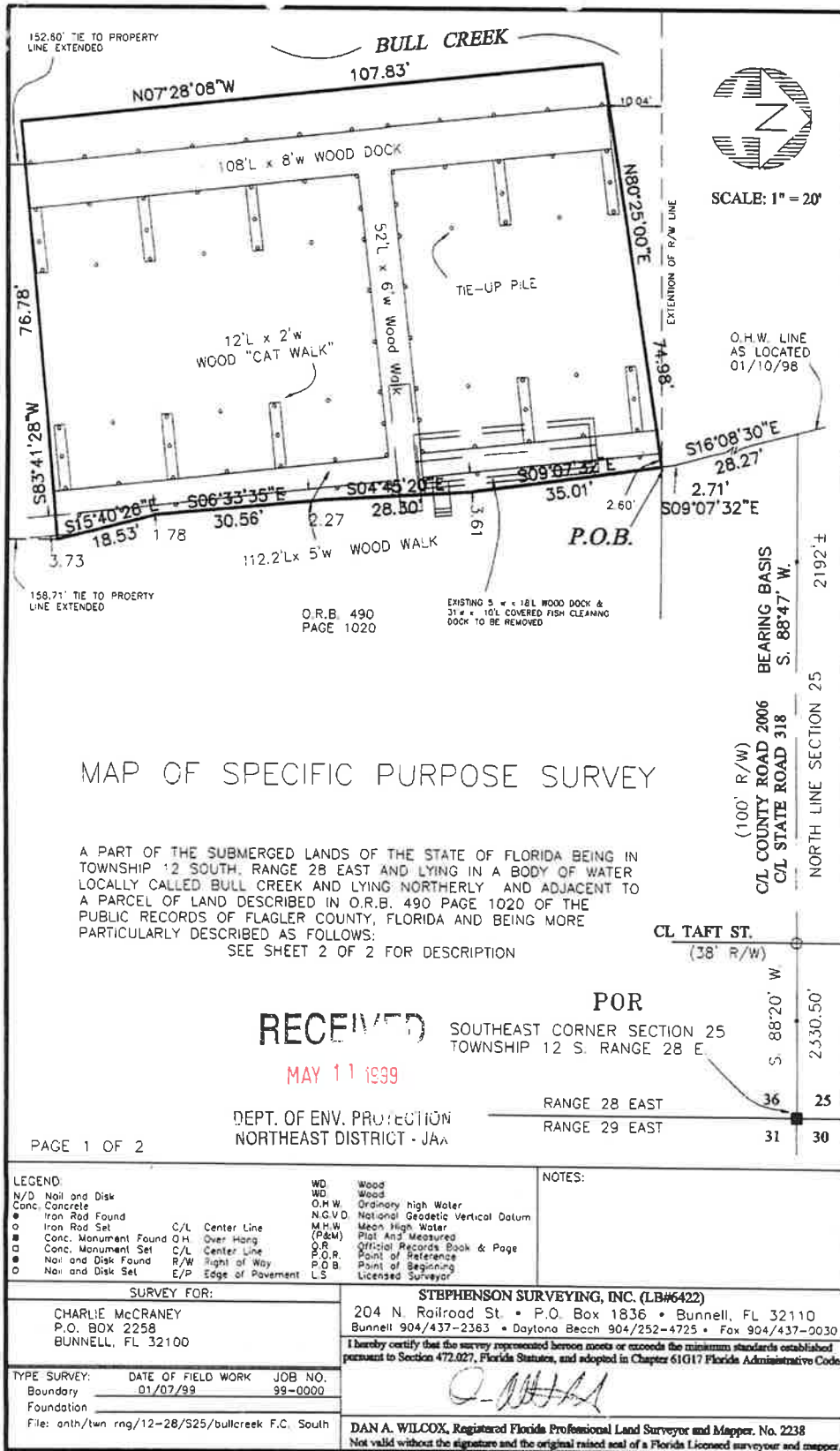
THENCE CONTINUEING ALONG SAID O.H.W. LINE (AS LOCATED 9/10/98) S.09°07'32"E A DISTANCE OF 35.01 FEET; THENCE S.04°45'20"E A DISTANCE OF 28.30 FEET; THENCE S.06°33'35"E A DISTANCE OF 30.56 FEET; THENCE GRADUALLY DEPARTING O.H.W. LINE BEAR S.15°40'26"E A DISTANCE OF 18.53 FEET; THENCE LEAVING THE SHORELINE S.83°41'28"W A DISTANCE OF 76.78 FEET; THENCE N.07°28'08"W A DISTANCE OF 107.83 FEET; THENCE N.80°25'00"E A DISTANCE OF 74.98 FEET; TO THE POINT OF BEGINNING.

NOTES:

- 1) BEARINGS SHOWN REFER TO THE COUNTY ROAD 2006 (FORMALLY STATE ROAD 318) RIGHT-OF-WAY MAP, FLAGLER COUNTY, FLORIDA, AND ARE BASED ON THE CENTER LINE OF SAID ROAD AS BEING S.88°47'00"W.
- 2) DESCRIPTION CREATED BY UNDERSIGNED AT REQUEST OF CLIENT.
- 3) BOUNDARIES OF LEASE AREA ARE SHOWN ON MAP (SEE SHEET 1 OF 2 FOR MAP)
- 4) ELEVATIONS WERE ESTABLISHED FROM ST JOHNS WATER MANAGEMENT DISTRICT BENCH MARK 97-61-036-0 HAVING AN ELEVATION OF 2.836' N.V.G.D. 1929.
- 5) THE ELEVATION OF ORDINARY HIGH WATER AT THIS PROPERTY IS 1.2 FEET, PER MR. ROD MADDOX, DEPARTMENT OF ENVIRONMENTAL PROTECTION, OCTOBER 1998.
- 6) PARCEL CONTAINING 8259.5± SQUARE FEET

PAGE 2 OF 2

| | | |
|---|---|--|
| LEGEND: N/D Nail and Disk Conc. Concrete ● Iron Rod Found ● Iron Rod Set ● Conc. Monument Found ● Conc. Monument Set ● Nail and Disk Found ● Nail and Disk Set C/L Center Line O.H. Over Hang C/L Center Line R/W Right of Way E/P Edge of Pavement | WD. Wood WD. Wood O.H.W. Ordinary High Water N.G.V.D. National Geodetic Vertical Datum M.H.W. Mean High Water (P&M) Plot And Measured O.R. Official Records Book & Page P.O.R. Point of Reference P.O.B. Point of Beginning L.S. Licensed Surveyor | NOTES: |
| SURVEY FOR: CHARLIE McCRANEY P.O. BOX 2258 BUNNELL, FL 32100 | | STEPHENSON SURVEYING, INC. (LB#6422) 204 N. Railroad St. • P.O. Box 1836 • Bunnell, FL 32110 Bunnell 904/437-2363 • Daytona Beach 904/252-4725 • Fax 904/437-0030 <small>I hereby certify that the survey represented herein meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 61G17 Florida Administrative Code.</small> |
| TYPE SURVEY: DATE OF FIELD WORK JOB NO. Boundary 01/07/99 99-0000 Foundation | | |
| File: anth/twn rng/12-28/S25/bullcreek F.C. South | | DAN A. WILCOX, Registered Florida Professional Land Surveyor and Mapper, No. 2238 Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper. |



MAP OF SPECIFIC PURPOSE SURVEY

DESCRIPTION:

A PART OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA BEING IN SECTION 25, TOWNSHIP 12 SOUTH, RANGE 28 EAST AND LYING IN A BODY OF WATER LOCALLY CALLED DEAD LAKE AND LYING NORTHERLY AND ADJACENT TO A PARCEL OF LAND DESCRIBED IN O.R.B. 490 PAGE 1022 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 25 TOWNSHIP 12 SOUTH RANGE 28 EAST BEING THE POINT OF REFERENCE, RUNNING THENCE S.88°20'W ALONG THE SOUTH LINE OF OF SAID SECTION 25 ALSO BEING THE CENTER LINE OF COUNTY ROAD 2006 (FORMALLY STATE ROAD 318) A DISTANCE OF 2330.50 FEET TO THE CENTER LINE OF TAFT STREET; THENCE S.88°47'W ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF COUNTY ROAD 2006 A DISTANCE OF 2192± FEET TO THE ORDINARY HIGH WATER (O.H.W.) LINE OF DEAD LAKE; THENCE FOLLOWING THE O.H.W. LINE (AS LOCATED 9/10/98) N 16°08'29"W A DISTANCE OF 2.80 FEET THENCE N.7°34'03"W A DISTANCE OF 25.40 FEET; THENCE N.10°39'48"W A DISTANCE OF 2.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE LEAVING SAID O.H.W. LINE S.88°47'00"W ALONG A STRAIGHT LINE CREATED BY THE SOUTHERLY EDGE OF PILINGs A DISTANCE OF 63.61 FEET; THENCE N.05°43'00"W A DISTANCE OF 86.37 FEET; THENCE S.84°17'00"E A DISTANCE OF 43.17 FEET TO THE O.H.W. LINE; THENCE SOUTHERLY ALONG THE O.H.W. LINE (LOCATED 09/10/98) S.13°32'11"W A DISTANCE OF 14.98 FEET; THENCE S.34°44'34"E A DISTANCE OF 14.62 FEET; THENCE S.40°36'24"E A DISTANCE OF 24.97 FEET THENCE; S.10°39'48"E A DISTANCE OF 44.11 FEET TO THE POINT OF BEGINNING.

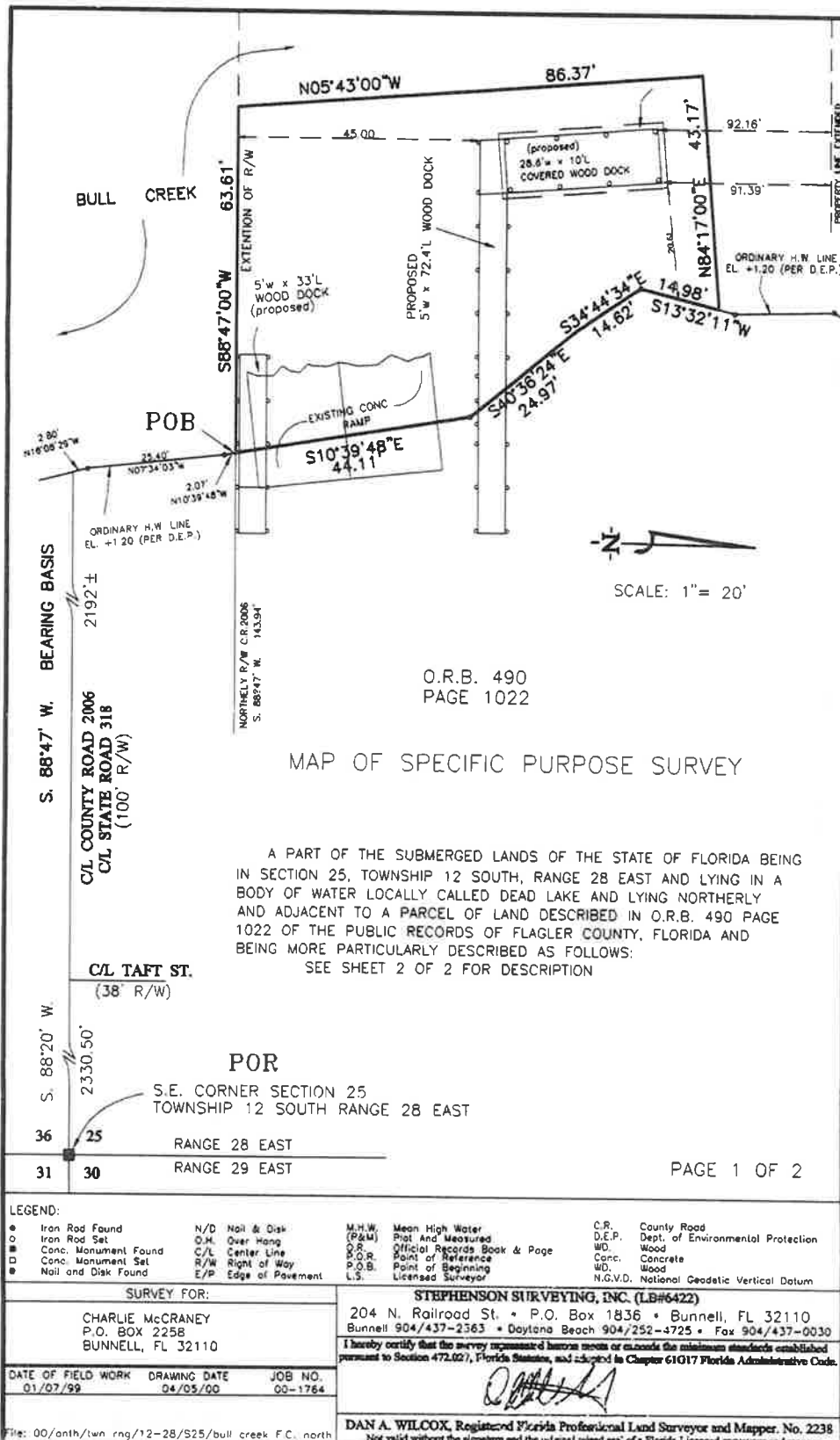
CONTAINING 4729± SQUARE FEET

NOTES:

- 1) BEARINGS SHOWN REFER TO THE COUNTY ROAD 2006 (FORMALLY STATE ROAD 318) RIGHT-OF-WAY MAP, FLAGLER COUNTY, FLORIDA, AND ARE BASED ON THE CENTER LINE OF SAID ROAD AS BEING S.88°47'00"W.
- 2) DESCRIPTION CREATED BY UNDERSIGNED AT REQUEST OF CLIENT.
- 3) BOUNDARIES OF LEASE AREA ARE SHOWN ON MAP (SEE SHEET 1 OF 2 FOR MAP)
- 4) ELEVATIONS WERE ESTABLISHED FROM ST JOHNS WATER MANAGEMENT DISTRICT BENCH MARK 97-61-036-0 HAVING AN ELEVATION OF 2.836' N.V.G.D. 1929.
- 5) THE ELEVATION OF ORDINARY HIGH WATER AT THIS PROPERTY IS 1.2 FEET, AS PER MR. ROD MADDOX, DEPARTMENT OF ENVIRONMENTAL PROTECTION, OCTOBER 1998.

PAGE 2 OF 2

| | | |
|--|---|---|
| LEGEND: N/D Nail and Disk Conc. Concrete Iron Rod Found Iron Rod Set Conc. Monument Found Conc. Monument Set Nail and Disk Found Nail and Disk Set C/L Center Line Over Mang C/L Center Line R/W Right of Way E/P Edge of Pavement | WD. Wood WD. Wood WD. Wood N.G.V.D. National Geodetic Vertical Datum M.H.W. Mean High Water (P&M) Plot And Measured O.R. Official Records Book & Page P.O.P. Point of Reference P.O.B. Point of Beginning L.S. Licensed Surveyor | NOTES: This lot contains a five foot (5') blanket easement on all property lines. For additional information see map. Elevations are Assumed and do not refer to mean sea level datum. Flood Zone "C", Panel No. 120085 0040 B, 2/5/88. Bearings refer to plat datum and to the centerline of Fallwood Lane, as being N00°28'35"W. |
| SURVEY FOR: CHARLIE MCCRANEY P.O. BOX 2258 BUNNELL FL. 32110 | | STEPHENSON SURVEYING, INC. (LB#6422) 204 N. Railroad St. • P.O. Box 1836 • Bunnell, FL 32110 Bunnell 904/437-2363 • Daytona Beach 904/252-4725 • Fax 904/437-0030 I hereby certify that the survey represented herein meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 61G17 Florida Administrative Code. |
| DATE OF FIELD WORK 01/07/99 | DRAWING DATE 04/05/00 | JOB NO. 00-1764 |
| File: 00/anth/twn rng/12-28/525/bull creek F.C. north | | DAN A. WILCOX, Registered Florida Professional Land Surveyor and Mapper, No. 2238 Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper. |



O.R.B. 490
PAGE 1022

MAP OF SPECIFIC PURPOSE SURVEY

A PART OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA BEING IN SECTION 25, TOWNSHIP 12 SOUTH, RANGE 28 EAST AND LYING IN A BODY OF WATER LOCALLY CALLED DEAD LAKE AND LYING NORTHERLY AND ADJACENT TO A PARCEL OF LAND DESCRIBED IN O.R.B. 490 PAGE 1022 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
SEE SHEET 2 OF 2 FOR DESCRIPTION

POB
ORDINARY H.W. LINE
EL. +1.20 (PER D.E.P.)

POA
ORDINARY H.W. LINE
EL. +1.20 (PER D.E.P.)

POR
S.E. CORNER SECTION 25
TOWNSHIP 12 SOUTH RANGE 28 EAST

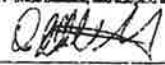
CL TAFT ST.
(38' R/W)

CL COUNTY ROAD 2006
CL STATE ROAD 318
(100' R/W)

CL TAFT ST.
(38' R/W)

CL COUNTY ROAD 2006
CL STATE ROAD 318
(100' R/W)

CL TAFT ST.
(38' R/W)

| | | | | | | | | |
|---|--------------------------|--------------------|---|--|--|---|--|--|
| LEGEND: ● Iron Rod Found N/D Nail & Disk ○ Iron Rod Set O.H. Over Hang ■ Conc. Monument Found C/L Center Line □ Conc. Monument Set R/W Right of Way ● Nail and Disk Found E/P Edge of Pavement | | | M.H.W. Mean High Water (P&M) Plat And Measured O.R. Official Records Book & Page P.O.R. Point of Reference P.O.B. Point of Beginning L.S. Licensed Surveyor | | | C.R. County Road D.E.P. Dept. of Environmental Protection WD. Wood Conc. Concrete WD. Wood N.G.V.D. National Geodetic Vertical Datum | | |
| SURVEY FOR: CHARLIE McCRANEY P.O. BOX 2258 BUNNELL, FL 32110 | | | STEPHENSON SURVEYING, INC. (LB#6422) 204 N. Railroad St. • P.O. Box 1836 • Bunnell, FL 32110 Bunnell 904/437-2363 • Daytona Beach 904/252-4725 • Fax 904/437-0030 I hereby certify that the survey represented herein meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 61G17 Florida Administrative Code. | | | | | |
| DATE OF FIELD WORK 01/07/99 | DRAWING DATE 04/05/00 | JOB NO. 00-1764 |  DAN A. WILCOX , Registered Florida Professional Land Surveyor and Mapper, No. 2238 Not valid without the signature and the official seal and stamp of a Florida Licensed surveyor and mapper. | | | | | |
| File: 00/anth/lwn rng/12-28/S25/bull creek FC, north | | | | | | | | |

This Instrument Prepared By:
Peter Fodor, Florida Counsel
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Property Appraiser's Parcel
ID Number: 25-12-28-5600-000R0-0100/25-12-28-0000-07030-0000/36-12-28-0000-01040-0000/25-12-28-0000-07020-0000

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made as of the 17th day of December A.D. 2007, between **THE TRUST FOR PUBLIC LAND, a non-profit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301 Grantor, and **FLAGLER COUNTY, a political subdivision of the State of Florida**, whose address is 1200 Moody Blvd. Bldg. # __, Bunnell, Florida 32110, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Flagler County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF**

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, as of the day and year first above written.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO
CHAPTER 201.02(6), FLORIDA STATUTES.**

Signed, sealed and delivered in the presence of:

Kevin D. Mooney
(Signature of first witness)
Kevin D. Mooney
(Printed name of first witness)

Stacy Savoie Gayhart
(Signature of second witness)
Stacy Savoie Gayhart
(Printed name of second witness)

THE TRUST FOR PUBLIC LAND, a nonprofit California corporation

W. Dale Allen
By: W. Dale Allen
W. Dale Allen, Senior Vice President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13 day of December, 2007 by W. Dale Allen, Senior Vice President of **The Trust for Public Land, a non-profit California corporation**, on behalf of said corporation. Such person is personally known to me.

Stacy Savoie Gayhart
NOTARY PUBLIC
(NOTARY PUBLIC SEAL)

 Stacy Savoie Gayhart
Commission # DD571623
Expires October 31, 2010
Notarized They Print • Vista, CA 92080-7018

EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION: (WOODLAND PARCEL)
THAT PARCEL OF LAND BEING PART OF GOVERNMENT LOT 7, SECTION 25, TOWNSHIP 12 SOUTH, RANGE 28 EAST, FLAGLER COUNTY, FLORIDA AND BEING SITUATED NORTH OF COUNTY ROAD 2006 AND EAST OF BULL CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 25 SAID POINT LYING IN THE CENTERLINE OF SAID COUNTY ROAD 2006, BEAR S88°20'00"W, ALONG SAID SOUTH LINE OF SECTION 25, A DISTANCE OF 2330.50 FEET, TO A POINT OF INTERSECTION BEING A SURVEY CONTROL POINT AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE S88°47'00"W, CONTINUING ALONG SOUTH LINE OF SECTION 25, A DISTANCE OF 1675.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 7; THENCE N01°13'00"W, DEPARTING SOUTH LINE OF SECTION 25 AND ALONG SAID EAST LINE OF GOVERNMENT LOT 7, A DISTANCE OF 200.00 FEET, TO THE SOUTHWEST CORNER OF LOT 8, BLOCK R, ST. JOHNS PARK SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 168 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S88°47'00"W, DEPARTING EAST LINE OF GOVERNMENT LOT 7, A DISTANCE OF 650.00 FEET TO A POINT OF INTERSECTION WITH THE ORDINARY HIGH WATER LINE OF BULL CREEK, SAID POINT BEING REFERRED TO AS "POINT A"; THENCE MEANDER NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE AN APPROXIMATE DISTANCE OF 1640 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GOVERNMENT LOT 7, SAID POINT BEING REFERRED TO AS "POINT B", THE CLOSING BEARING AND DISTANCE FROM POINT "A" TO POINT "B" BEING N28°31'55"W, 1280.2 FEET; THENCE FROM POINT "B", CONTINUE N88°50'22"E, ALONG THE NORTH LINE OF GOVERNMENT LOT 7, A DISTANCE OF 1103.39 FEET, TO A POINT OF INTERSECTION MONUMENTED BY A 4" X 4" CONCRETE MONUMENT; THENCE N88°50'22"E, CONTINUING ALONG NORTH LINE OF GOVERNMENT LOT 7, A DISTANCE OF 46.77 FEET; THENCE S01°13'00"E, ALONG THE EAST LINE OF GOVERNMENT LOT 7, A DISTANCE OF 1117.08 FEET, TO THE AFOREMENTIONED SOUTHWEST CORNER OF LOT 8, BLOCK "R", ST. JOHNS PARK SUBDIVISION AND THE POINT OF BEGINNING.

DESCRIPTION: PARCEL A-SOUTH (REFERENCED TO O.R.B. 0543, PAGE 1216; FLAGLER COUNTY, FL.)
BEING A PART OF GOVERNMENT LOT 2 OF SECTION 36, TOWNSHIP 12 SOUTH, RANGE 28 EAST, FLAGLER COUNTY, FLORIDA AND LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 2006 (FORMERLY STATE ROAD 318-VARIABLE WIDTH RIGHT OF WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID SECTION 36, BEAR S88°20'00"W ALONG THE NORTH LINE OF SECTION 36, A DISTANCE OF 2330.50 FEET, TO A POINT OF INTERSECTION BEING A SURVEY CONTROL POINT AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE S88°47'00"W CONTINUING ALONG SAID NORTH LINE OF SECTION 36, A DISTANCE OF 1625.43 FEET; THENCE S01°13'00"E, DEPARTING NORTH LINE OF SECTION 36, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING;
THENCE S01°13'00"E, A DISTANCE OF 250.00 FEET; THENCE S88°47'00"W, A DISTANCE OF 565.00 TO A POINT OF INTERSECTION WITH THE ORDINARY HIGH WATER LINE OF BULL CREEK; THENCE N01°19'45"W, ALONG A CLOSING LINE, A DISTANCE OF 270.00 FEET TO A POINT OF INTERSECTION WITH SAID ORDINARY HIGH WATER LINE, ALSO BEING A POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 2006; THENCE N88°47'00"E, ALONG SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 2006, A DISTANCE OF 143.94 FEET; THENCE S01°13'00"E, A DISTANCE OF 35.00 FEET; THENCE N88°47'00"E, A DISTANCE OF 150.00 FEET; THENCE N01°13'00"W, A DISTANCE OF 15.00 FEET; THENCE N88°47'00"E, CONTINUING ALONG SOUTH RIGHT OF WAY LINE, A DISTANCE OF 271.59 FEET, TO THE POINT OF BEGINNING.

DESCRIPTION: PARCEL A-NORTH (REFERENCED TO O.R.B. 0543, PAGE 1216; FLAGLER COUNTY, FL.)
BEING A PART OF GOVERNMENT LOT 7 OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 28 EAST, FLAGLER COUNTY, FLORIDA AND ALSO TOGETHER WITH ALL OF LOT 9, 10, 11, 12, 13 AND THE WEST 37.47 FEET OF LOT 14, BLOCK "R" OF ST. JOHNS PARK SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 168 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 2006 (FORMERLY STATE ROAD 318-VARIABLE WIDTH RIGHT OF WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 25, BEAR S88°20'00"W ALONG THE SOUTH LINE OF SECTION 25, A DISTANCE OF 2330.50 FEET, TO A POINT OF INTERSECTION BEING A SURVEY CONTROL POINT AS SHOWN ON

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP;
THENCE S88°47'00"W CONTINUING ALONG SAID SOUTH LINE OF
SECTION 25, A DISTANCE OF 1387.96 FEET; THENCE N01°13'00"W,
DEPARTING SOUTH LINE OF SECTION 25, A DISTANCE OF 50.00
FEET, TO THE NORTH LINE OF COUNTY ROAD 2006 AND THE POINT OF
BEGINNING;
THENCE SOUTH 88°47'00"W, ALONG NORTH LINE OF COUNTY ROAD
2006, A DISTANCE OF 509.06 FEET; THENCE N01°13'00"W, A
DISTANCE OF 15.00 FEET; THENCE S88°47'00"W, A DISTANCE OF
150.00 FEET; THENCE S01°13'00"E A DISTANCE OF 35.00 FEET;
THENCE S 88°47'00"W, CONTINUING ALONG NORTH RIGHT OF WAY
LINE A DISTANCE OF 143.94 FEET, TO A POINT OF INTERSECTION
WITH THE ORDINARY HIGH WATER LINE OF BULL CREEK; THENCE
N16°40'16"W, ALONG A CLOSING LINE, A DISTANCE OF 176.38
FEET TO A POINT OF INTERSECTION WITH THE ORDINARY HIGH
WATER LINE; THENCE N88°47'00'E, A DISTANCE OF 562.53 FEET;
THENCE S01°13'00"E, A DISTANCE OF 20.00 FEET TO THE
NORTHWEST CORNER OF SAID LOT 9, BLOCK "R"; THENCE
N88°47'00"E, ALONG THE NORTH LINE OF SAID LOTS 9 THROUGH
14, BLOCK "R" A DISTANCE OF 287.47 FEET TO THE NORTHEAST
CORNER OF THE WEST 37.47 FEET; THENCE S01°13'00"E, ALONG
THE EAST LINE OF THE WEST 37.47 FEET OF LOT 14, A DISTANCE
OF 130.00 FEET TO THE POINT OF BEGINNING.

May 17, 2010
Regular Meeting

ITEM 14 – APPROVE RENEWAL FOR THE SOVEREIGNTY SUBMERGED LANDS LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND FOR THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL LANDS FOR THE DOCKING FACILITY AT BULL CREEK FISH CAMP

The following information provided by Tim Telfer, Environmental Planner:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14**

SUBJECT: Approve Renewal for the Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida Department of Environmental Lands for the Docking Facility at Bull Creek Fish Camp.

DATE OF MEETING: May 17, 2010

OVERVIEW/SUMMARY: On May 5, 2010, staff received a renewal notice for the Sovereign Submerged Lands Lease number 180025592 that was originally executed on May 15, 2000 for the Bull Creek Fish Camp.

The lease is issued by the Board of Trustees of the Internal Improvement Trust Fund for over 12,989 square feet of submerged land for a period of 10 years. The uses described in the lease are for the operation of a 20 slip docking facility and boat ramp for the mooring of recreational vessels on a first come first served basis. Fueling facilities and liveaboard vessels are prohibited while a sewage pump-out facility is authorized.

The lease fee for the first year is \$1,284.38 plus sales tax. The annual fee for the remaining years will be adjusted in accordance with Section 18-21.011, Florida Administrative Code. In addition, a non-taxable processing fee of \$596.00 due at the time of renewal only. This lease renewal is for 10 years and will expire on May 15, 2020. The renewal will enable the County to continue to provide use the facility at the Bull Creek Fish Camp.

FUNDING INFORMATION: Funding for this purpose was appropriated in the adopted fiscal year 2009-2010 budget (001-1444-572-512.49-10).

DEPT./CONTACT/PHONE #: Tim Telfer, Environmental Planner (386) 313-4066

RECOMMENDATIONS: Request the Board approval of the Sovereignty Submerged Lands Lease and applicable renewal fees.

ATTACHMENTS:

- 1. One (1) Sovereignty Submerged Lands Lease #180025592
May 3, 2010 – Florida Department of Environmental Protection (Letter)

Tim Telfer (A/E)
Tim Telfer, Environmental Planner
Date 5-10-10

Craig M. Coffey
Craig M. Coffey, County Administrator
Date 10 May 2010

May 17, 2010
Regular Meeting

(Item 14 – continued)

Commissioner Abbott asked what the cost was since it was a renewal.

County Administrator Coffey replied it was 15¢ a square foot for the leased submerged lands.

Commissioner Abbott asked how many square feet.

County Administrator Coffey replied 12,989 square feet and it was a renewal of the lease they had the last two years. Noted it was for 10 years that would expire May 15, 2020 and the County would be obligated to pay it as an annual lease payment.

A motion was made by Commissioner Abbott to approve. Seconded by Commissioner Holland.

Chairman Hanns requested public comments.

There were no public comments.

Chairman Hanns called the question. Motion carried unanimously.



Jeb Bush
Governor

Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590

David B. Struhs
Secretary

NOTICE OF PERMIT ISSUANCE

May 15, 2000

In the Matter of an
Application for a Permit by:
Mr. Charley McCraney
d.b.a, Bull Creek Fish Camp
Post Office Box 2258
Bunnell, Florida 32110

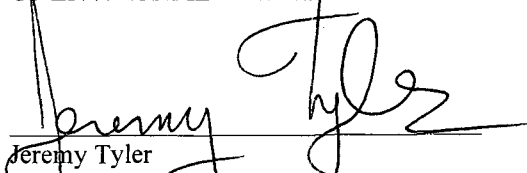
File No.: 18-142823-001-EI
Flagler County

Enclosed is Permit Number 18-142823-001-EI to construct a 20-slip docking facility, boat ramp accessory docks and a vertical bulkhead, issued pursuant to Part IV of Chapter 373, and Chapters 253, and 258, Florida Statutes, Title 18 and 62, Florida Administrative Code, and Public Law 92-500. This permit includes regulatory authorization to construct and operate the system as described as well as authorization from the Board of Trustees of the Internal Improvement Trust Fund for the use of sovereignty submerged lands pursuant to Chapter 18-21, Florida Administrative Code. In addition, the application has been reviewed under a Coordination Agreement Between the U.S. Army Corps of Engineers, Jacksonville District, and the Department for a State Programmatic General Permit pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act and may contain Federal authorization to construct and operate the facility as described.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Jeremy Tyler
Environmental Administrator
Submerged Lands and Environmental
Resources Program

Copies furnished to: Francine Ffolkes, OGC
ACOE

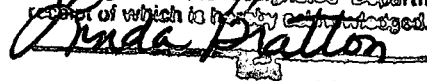
CERTIFICATE OF SERVICE

This is to certify that the NOTICE OF PERMIT and all copies were mailed before the close of business on
5/15/00 to the listed persons.

"More Protection, Less Process"

Printed on recycled paper.

FILING AND ACKNOWLEDGEMENT
FILED, on this date, pursuant to §120.52, Florida
Statutes, with the designated Department Clerk,
of which to hereby acknowledge.


Linda Patton 5/15/00
Date



Jeb Bush
Governor

Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
Voice 904-448-4340 FAX 904-448-4366

David B. Struhs
Secretary

ENVIRONMENTAL RESOURCE PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE/AUTHORIZED ENTITY:

Mr. Charlie McCraney
d.b.a Bull Creek Fish Camp
Post Office Box 2258
Bunnell, Florida 32110

PERMIT INFORMATION:

Permit Number: 18-142823-001-EI
Date of Issue: May 15, 2000
Expiration Date of Construction Phase:
May 15, 2005
County: Flagler
Project: Construct a 20-slip docking facility,
boat ramp accessory docks and a vertical
bulkhead

This environmental resource permit is issued under the authority of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.) for the regulatory authority to construct, alter, abandon, remove, maintenance, and operate the system [project activity and/or structure(s)] as described in the below Description of Project Activity and/or structure(s). The appropriate proprietary authorization for the use of state-owned submerged lands is granted in accordance with Chapter 253 and Chapter 258, F.S., and Chapter 18-20, F.A.C., and Chapter 18-21, F.A.C., if located in an aquatic preserve. The activity is not exempt from the requirement to obtain an environmental resource permit nor is the activity exempt from the requirement to obtain proprietary authorization. Pursuant to Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity. In addition, the project has been reviewed under a Coordination Agreement Between the US Army Corps of Engineers, Jacksonville District, and the Department for a State Programmatic General Permit in accordance with Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act and may contain Federal authorization to construct and operate the facility as described.

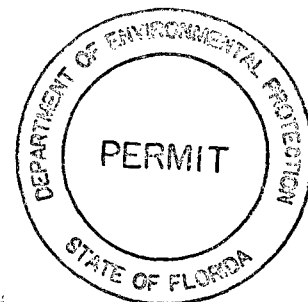
DESCRIPTION OF PROJECT ACTIVITY AND/OR STRUCTURE(S) -

This project is to remove an existing boat dock/fish cleaning station and eleven shoreline boat slips; construct approximately 230 linear feet of vertical bulkhead located at the distances from fixed landmarks depicted on the attached permit drawings; construct a 5 foot by 18 foot boat dock, a 5 foot by 50 foot access pier leading to an 8 foot by 33 foot covered "L" platform; and a 20 slip marina facility consisting of a 5 foot wide, 113 foot long marginal dock, a 6 foot by 52 foot central access pier, an 8 foot by 108 foot waterward dock, and ten 2 foot by 12 foot finger piers with 20 associated mooring pilings. A 5 foot by 84 foot marginal dock is also to be constructed within an adjacent artificially created canal.

This project is located on Bull Creek, a class III waterbody in Section 25/36, Township 12 South, Range 28 East at Latitude 29°25'23", Longitude 81°26'07".

"More Protection, Less Process"

Printed on recycled paper.



REGULATORY AUTHORIZATION -

This permit constitutes the authority sought under the provisions of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.) to construct and operate the system described above and show on the attached drawing(s), survey, and/or documents.

This activity requires regulatory authorization under the provisions of Part IV, Chapter 373, Florida Statutes (FS). The above named permittee has affirmatively demonstrated that the project as described above is in compliance with the criteria set forth in section 373.414, FS.

The duration of the construction phase shall be for a period of five (5) years from the date of issuance of this permit, in accordance with section 62-343.110, subsection (1), paragraph (c), F.A.C. The operation and maintenance phase shall be perpetual in accordance with section 62-343.110, subsection (1), paragraph (d), F.A.C.

WATER QUALITY CERTIFICATION

This permit constitutes certification of compliance with water quality standards under Section 404 of the Clean Water Act, 33 U.S.C. 1344.

PROPRIETARY AUTHORIZATION -

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Department has the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. In addition to the above, this proprietary authorization has been reviewed in accordance with Chapter 253 and Chapter 258, if located within an Aquatic Preserves, and Chapter 18-20, F.S. and Chapter 62-343.075, F.A.C., and the policies of the Board of Trustees.

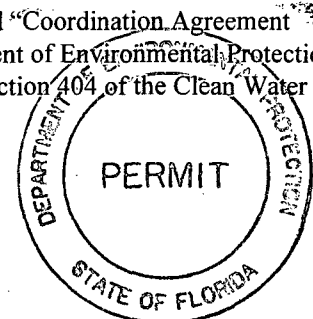
As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity requires a lease for the use of those lands, pursuant to Chapter 253.77, Florida Statutes. The final documents required to execute the lease have been sent to the Division of State Lands. The Department intends to issue the lease, upon satisfactory execution of those documents. **You may not begin construction of this activity on state-owned, sovereign submerged lands until the lease has been executed to the satisfaction of the Department.**

The final documents required to execute the lease have been sent to the Division of State Lands. The Department intends to issue the lease, upon satisfactory execution of those documents. **You may not begin construction of this activity on state-owned, sovereign submerged lands until the lease has been executed to the satisfaction of the Department.**

SPGP - REVIEW

Your project has been reviewed for compliance with a State Programmatic General Permit (SPGP). Your proposed activity as outlined on the attached drawings is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, if attached. **No further permitting for this activity is required by the Corps.** The authority granted under this SPGP expires September 14, 2002. Your project must be completed prior to this expiration date.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.



PERMIT CONDITIONS -

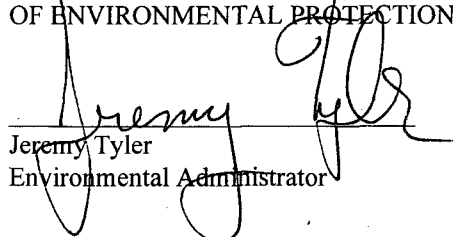
The above named permittee, Mr. Charlie McCraney, is hereby authorized to construct the work shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof **This permit and authorization to use sovereign submerged lands is subject to the limits, conditions, and locations of work shown in the attached drawings, and is also subject to the attached General Conditions and Specific Conditions which are a binding part of this permit and authorization.** You are advised to read and understand these drawings and conditions prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these drawings and conditions prior to commencing the authorized activities. Failure to comply with all drawings and conditions shall constitute grounds for revocation of the permit and appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and with the general and specific conditions of this permit/certification/authorization, as specifically described above and attached hereto.

Executed in Jacksonville, Florida.

Issued this 15 th day of May, 2000.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

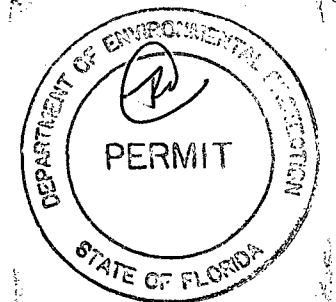

Jeremy Tyler
Environmental Administrator

Enclosed Regulatory General Conditions
 Regulatory Specific Conditions
 Proprietary General Consent Conditions
 Proprietary Specific Conditions as applicable
 SPGP General Conditions
 SPGP Specific Conditions as applicable
Copy to USACOE, Regulatory Section, Jacksonville
 DEP Permitting Attorney, Tallahassee

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this NOTICE OF PERMIT, Department File Number 18-142823-001-EI and all copies were mailed before the close of business on 5/15/00 to the listed persons.

FILING AND ACKNOWLEDGEMENT
FILED on this date, pursuant to §120.52, Florida
Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.
Brida Bratton 5/15/00



REGULATORY GENERAL CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

(a) All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

(b) This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

(c) Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

(d) Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

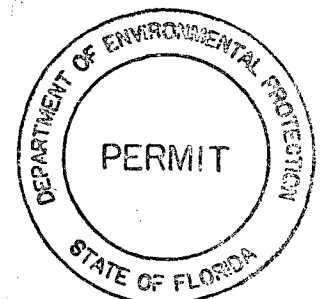
(e) Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

(f) At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Department a Construction Commencement Notice Form No. 62-343.900(3) indicating the actual start date and the expected completion date.

(g) When the duration of construction will exceed one year, the permittee shall submit construction status reports to the Department on an annual basis utilizing an Annual Status Report Form No. 62-343.900(4). These forms shall be submitted during June of each year.

(h) For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the Department for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the Department when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

(i) Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.



REGULATORY GENERAL CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

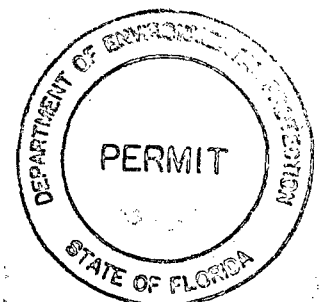
(j) Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 62-343.900(5) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the Department. Submittal of the completed form shall serve to notify the Department that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
6. Existing water elevation(s) and the date determined; and
7. Elevation and location of benchmark(s) for the survey.

(k) The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the condition in paragraph (i) above, the Department determines the system to be in compliance with the permitted plans, and the entity approved by the Department in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the Department, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

(l) Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the Department of the changes prior to implementation so that a determination can be made whether a permit modification is required.

(m) This permit does not eliminate the necessity to obtain any required federal, state, local and special Department authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.



REGULATORY GENERAL CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

(n) The permittee is hereby advised that section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

(o) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

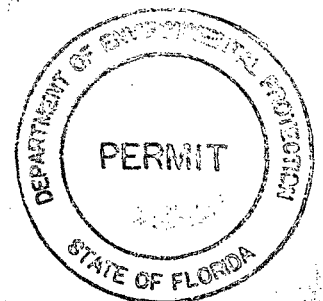
(p) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

(q) The permittee shall notify the Department in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 62-343.130, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

(r) Upon reasonable notice to the permittee, Department authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

(s) If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the Department.

(t) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

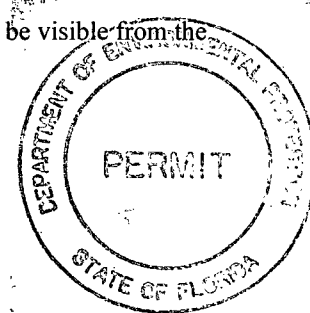


REGULATORY SPECIFIC CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

1. If historical or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time within the project site the permittee shall immediately stop all activities which disturb the soil and contact the Northeast District Office of the Department of Environmental Protection and the Bureau of Historic Preservation, Division of Historical Resources, R.A. Gray Building, 500 South Bronough, Tallahassee, Florida, 32399-0250. Any activity which causes the disturbance of the soil may not resume without the written authorization from the Division of Historic Resources.
2. Prior to commencement of work authorized by this permit, the permittee shall provide written notification of the date of the commencement and proposed schedule of construction to Robert Dunne, Department of Environmental Protection, Northeast District, 7825 Baymeadows Way, Suite B-200, Jacksonville, Florida 32256-7590.
3. The project shall comply with applicable State Water Quality Standards, namely:
 - a) Surface Waters, Minimum Criteria, General Criteria - **62-302.500**,
 - b) Class III Waters - Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife. - **62-302.400**
4. The structures authorized by this permit shall not be located on any property other than that owned by the permittee without the prior written approval of that property owner.
5. This permit does not authorize the construction of any impervious parking area (compacted limerock, asphalt, concrete, etc.), storage facilities, or other upland structures nor does it constitute authorization for the construction and/or operation of a stormwater management system. Authorization of these structures or activities will require a separate stormwater management permit from the Department.
6. There shall be no storage or stockpiling of tools, equipment, or materials (i.e., lumber, pilings, debris.) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state unless specifically approved in the permit. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
7. All wetland areas or water bodies which are outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, scouring, excess turbidity, or dewatering. Turbidity curtains, hay bales, and other such erosion/turbidity control devices shall be installed prior to the commencement of dredging, filling, or construction activity, shall remain functional at all times, and shall be maintained on a regular basis. Turbidity and/or sedimentation resulting from any activities associated with the project shall not be allowed to enter waters of the State.
8. Any damage to wetlands or the littoral zone as a result of pier, dock, or bulkhead construction shall be corrected by restoring pre-construction elevations and planting vegetation of the species, size, and density that exist in adjacent undisturbed areas.
9. Floating turbidity curtains (FDOT Type II or equivalent) shall be used to surround in-water work areas and shall remain in place until such time as turbidity levels within the work area have reduced sufficiently so as not to exceed the state water quality standard.
10. All generated spoil material shall be deposited in a self-contained upland disposal site which will prevent the escape of spoil material or return water from the spoil site into surface waters of the State.
11. The waterward ends of all docks shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.

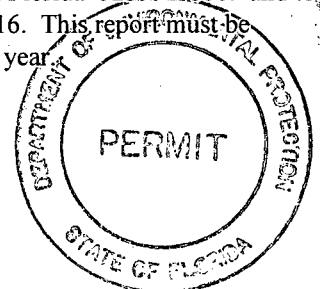


REGULATORY SPECIFIC CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

12. Boat mooring areas shall be located in waters sufficiently deep to prevent bottom scour by boat propellers.
13. Any portion of a docking structure located above wetlands or submerged grassbeds shall be constructed with a minimum deck board spacing of 3/4 inch so as to allow for the maximum light penetration practicable.
14. For all in-water activities associated with the project, the permittee/grantee/lessee and/or his designated contractor(s) shall insure that:
- a) The contractor instructs all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s), and shall implement appropriate precautions to ensure protection of the manatee(s).
 - b) All construction personnel are advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The permittee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
 - c) Prior to commencement of construction, the prime contractor involved in the construction activities shall construct and display at least two temporary signs (placards) concerning manatees. For all vessels, a temporary sign (at least 8-1/2" x 11") reading, "Manatee Habitat/Idle Speed in Construction Area" will be placed in a prominent location visible to employees operating the vessels. In the absence of a vessel, a temporary sign (at least 2' x 2') reading, "Warning: Manatee Habitat" will be posted in a location prominently visible to land based, water-related construction crews.
 - d) A second temporary sign (at least 8-1/2" by 11") reading, "Warning, Manatee Habitat: Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Any collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-800-DIAL-FMP" will be located prominently adjacent to the displayed issued construction permit. Temporary notices are to be removed by the permittee upon completion of construction.
 - e) Siltation barriers are properly secured so that manatees cannot become entangled, and are monitored at least daily to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
 - f) All vessels associated with the project operate at "idle speed/no wake" at all times while in the construction area and while in waters where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - g) If manatees are seen within 100 yards of the active daily construction/dredging operation all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment.
 - h) Any collision with and/or injury to a manatee shall be reported immediately the Florida Marine Patrol (1-800-DIAL-FMP) and to the Florida Department of Environmental Protection Office of Protected Species Management (904) 922-4330.
 - i) The contractor maintains a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period. A report summarizing incidents and sightings shall be submitted to the Florida Fish and Wildlife Conservation Commission, Bureau of Protected Species Management, 620 South Meridian Street, Tallahassee, Florida 32399-1600. and to the U.S. Fish and Wildlife Service Office, 3100 University Boulevard, Jacksonville, Florida 32216. This report must be submitted annually or following the completion of the project if the contract period is less than a year.



REGULATORY SPECIFIC CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

15. Prior to the commencement of operation of the permitted facility, the permittee shall ensure that:

a.) Permanent manatee informational and/or awareness signs will be installed to increase the awareness of boaters using docking facilities to the presence of manatees and of the need to minimize the threat of boats to these animals. A manatee education display/kiosk also shall be installed at a prominent location as recommended by the Bureau of Protected Species.

b.) Manatee education information and brochures available from the Bureau of Protected Species Management will be provided to all patrons of the facility from the Harbormaster's office.

c.) Prior to the facility opening and beginning operations, the permittee will forward a project site plan and a chart indicating the location of the facility (in relationship to waterways and county location) to the Florida Fish and Wildlife Conservation Commission, Bureau of Protected Species Management, 620 South Meridian Street, Tallahassee, Florida 32399-1600. The Bureau of Protected Species Management will then review and indicate on the site plan the type and number of sign(s) required and the permanent locations for sign(s). After review and designation of sign locations by the Bureau of Protected Species Management, the site plan will be returned to the lessee along with a list of sign suppliers. All signs must be installed facing land.

d.) A notarized verification letter shall be forwarded, to the above address, as soon as signs are installed. This verification letter must contain a statement that permanent signs were installed at the designated locations, with the latitude and longitude designations for each sign included in the letter. All signs and pilings remain the responsibility of the owner(s) and are to be maintained for the life of the facility in a manner acceptable to FDEP.

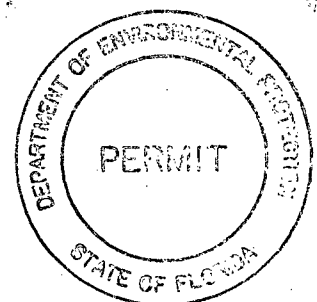
16. This permit does not authorize the installation or operation of on-site sewage pump out facilities. The installation of a sewage pump out facility will require a modification to the permit.

17. The permitted facility shall not be utilized by liveaboards. A liveaboard shall be defined as a boat inhabited by a person or persons for any five consecutive days or a total of ten days within a 30-day period. Inclusion of liveaboard slips will require installation of on-site sewage pump out facilities and a modification to the permit.

18. There shall be no fish cleaning stations on any structure that is over the water.

19. No overboard discharges of trash, human or animal waste, or fuel, or other deleterious substances shall occur at the docks.

20. There shall be no boat repair facilities on any structure that is over the water. Boat maintenance or repair activities requiring removal of a vessel from the water, or removal of any major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited for the life of the facility, except where removal is necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull cleaning, hull painting, and any discharges or release of oils or greases associated with engine and hydraulic repairs, and related metal based bottom paints associated with hull scraping, cleaning, and painting. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants, and which are performed by owners or qualified marine mechanics, shall be allowed.

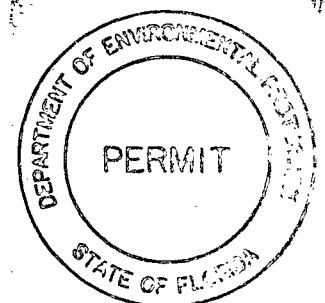


REGULATORY SPECIFIC CONDITIONS

DEP File No.: 18-142823-001-EI

Mr. Charlie McCraney

21. This permit does not authorize the installation of any fueling facilities. Prior to the installation of any fueling facilities, the permittee shall obtain all required State and/or local permits, and a fuel spill contingency plan governing the procedures to be followed in the event of a spill shall be implemented. A copy of the executed contingency agreement shall be forwarded to Robert Dunne, Department of Environmental Protection, Northeast District, 7825 Baymeadows Way, Suite B-200, Jacksonville, Florida 32256-7590, prior to the commencement of fueling operations. The fuel spill contingency plan shall include: 1) the type and storage location of all absorbent booms, and other equipment used to contain an accidental spill, 2) the training program for spill response provided to marina personnel; and 3) the name, address, and telephone number of the company contracted to provide clean-up services once the spill has been controlled and contained. The Department shall be notified whenever the clean up company changes and shall be provided with the name, address and telephone number of the new company within 14 days of the change being made. The recommended fuel spill response equipment shall be stored at the site throughout the life of the facility. The fuel spill response equipment shall be maintained in working condition and replaced as necessary for the life of the facility. The dockmaster shall be trained in the use and deployment of the equipment and shall be responsible for marina staff receiving training in the use and deployment of all fuel spill equipment. The fuel spill contingency plan and requirements for its implementation shall be adhered for the life of the facility.



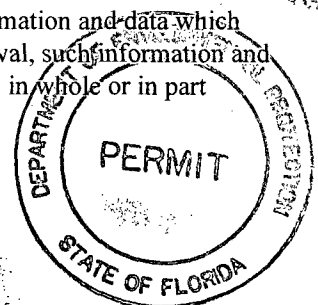
SPGP CONDITIONS

DEP FILE NO.: 18-142823-001-EI

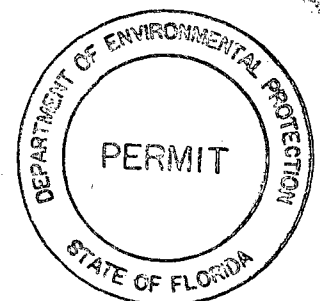
Mr. Charlie McCraney

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION SPGP

- a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Condition j hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended, or revoked in whole or in part.
- b. That all activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to Sections 301, 302, 306, and 307 of the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), or pursuant to applicable State and local law.
- c. That when the activity authorized herein involves a discharge or deposit of dredged or fill material into navigable waters, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.
- d. That the permittee agrees to make every reasonable effort to prosecute the construction or work authorized herein in a manner so as to minimize any adverse impact of the construction or work on fish, wildlife, and natural environmental values.
- e. That the permittee(s) agree to prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality, and comply with the Florida Department of Environmental Protection or any State Water Management District requirements and criteria.
- f. That the permittee shall permit the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.
- g. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings that are approved.
- h. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations, nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.
- i. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.
- j. That this permit may be either modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.
- k. That in issuing approval to perform work under this permit the Government has relied on the information and data which the permittee has provided in connection with his application. If, subsequent to the issuance of approval, such information and data prove to be false, incomplete, or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part and/or the Government may, in addition, institute appropriate legal proceedings.



- l. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.
- m. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.
- n. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
- o. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.
- p. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General conditions hereof, he must restore the area to a condition satisfactory to the District Engineer.
- q. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.
- r. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.
- s. That authorization under this permit may not be transferred to a third party without prior written notice to the District Engineer by the transferee's written agreement to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Registrar of Deeds or other appropriate official if law permits.
- t. The term "permittee" means the party or parties authorized by the District Engineer to accomplish work under this general permit.



NOTICES SUBMITTED TO THE DEPARTMENT

Your permit DEP File No.: 18-142823-001-EI requires you to submit the attached Notices to the Department at the times indicated. Failure to submit these notices will constitute noncompliance with the conditions of your permit and an enforcement action may be brought against you. If you are using a contractor you are responsible for insuring these notices are submitted to the Department.

PLEASE NOTE - References to stormwater management systems in the attached forms refers to the activity or activities authorized in your permit.

CONSTRUCTION COMMENCEMENT NOTICE -- FORM 62-343.900(3)

To be submitted 48 hours PRIOR to the commencement of the activity

ANNUAL STATUS REPORT - Form 62-343.900(4)

To be submitted annually each JUNE whenever the construction period exceeds one year after the construction commencement date.

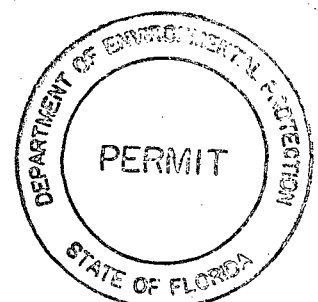
AS BUILT CERTIFICATION PRIVATE RESIDENT -- FORM NED/AS-BUILT

In some cases, such as a single family resident constructing a structure on their own property for their own use, certification by a registered professional is not required. However, written notice to the Department within 30 days of completion of construction of the date the structure was completed is required. If you are a private single family resident property owner please use the As Built Certification - Private Resident form .

APPLICATION FOR TRANSFER OF PERMIT -- Form 62-343.900(8)

To be submitted within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or real property at which the system is located. IN ADDITION - DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST STATE PROGRAMMATIC GENERAL PERMIT MUST BE SUBMITTED

SUBMIT ALL NOTICES TO: Department of Environmental Protection
Environmental Resources Program
7825 Baymeadows Way, Suite B-200
Jacksonville, Florida 32256-7590



**ENVIRONMENTAL RESOURCE PERMIT
CONSTRUCTION COMMENCEMENT NOTICE**

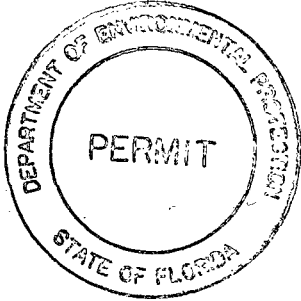
PROJECT: _____ PHASE: one (1)

I hereby notify the Department of Environmental Protection that the construction of the surface water management system authorized by Environmental Resource Permit No.: 18-142823-001-EI has / is expected to commence on _____ 199____, and will require a duration of approximately _____ months _____ weeks _____ days to complete. It is understood that should the construction term extend beyond one year, I am obligated to submit the Annual Status Report for Surface Water Management System Construction.

PLEASE NOTE: If the actual commencement date is not known, Department staff should be notified in writing in order to satisfy permit conditions.

| | | |
|----------------------------------|-------------------|------|
| Permittee or Authorized Agent | Title and Company | Date |
| Phone | Address | |

Form #62-343.900(3), F.A.C.
Form Title: Construction
Commencement Notice
Date: October 3, 1995



**ENVIRONMENTAL RESOURCE PERMIT
AS-BUILT CERTIFICATION - PRIVATE RESIDENCE**

PERMIT NUMBER: 18-142823-001-EI

NAME: Mr. Charlie McCraney

I hereby certify that the activities authorized by the above permit have been completed in accordance with the drawings, documents and the general and specific conditions as specified in permit No.: 18-142823-001-EI. I also certify that the entity (company, cooperation, individual doing business as - d/b/a) listed below, if other than myself, completed the work authorized by the permit on the date indicated.

Mr. Charlie McCraney

First Name, Last Name (please type or print clearly)

Signature of Permittee

Date work completed _____

Work done by: _____

(Company, cooperation, individual doing business as -d/b/a)

(Address)

(Address)

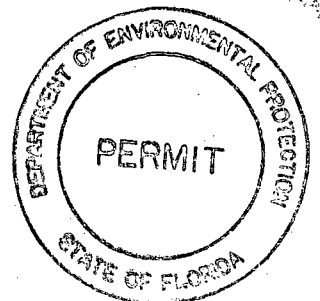
(City)

(State)

(ZIP Code + 4)

License Number: _____

Form: #consnote/ned
Form title: As-Built Certification - Private Residence
Date: November 11, 1996



Florida Department of Environmental Protection
Application for Transfer of Permit

Permit No:

Date Issued:

Date Expires:

Notification of Sale or Legal Transfer

Source Name:

County:

Source Location:

City:

Permittee Name:

Title:

Mailing Address:

The undersigned hereby notifies the department of the sale or legal transfer of this pollution source. He further agrees to assign his rights as permittee to the applicant in the event the Department agrees to the transfer of permit.

Signature of Permittee

Title

Sworn to and subscribed before me at _____ County, this ____ day of _____, 19__.

Notary Public

Date

My commission Expires:

Request for Transfer of Permit

Source Name:

Applicant Name:

Title:

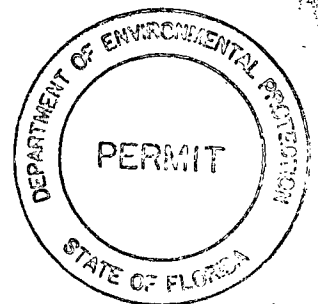
Mailing Address:

Telephone:

Project Engineer: Name:

Mailing Address:

Telephone:



The undersigned hereby notifies the Department of his having acquired title to this pollution source. He further states that he has examined the application and documents submitted by the current permittee the basis on which Permit Number _____ was issued by the department, and states that they accurately and completely describe the permitted activity or project. He further states that he is familiar with the permit, agrees to comply with its terms and conditions, and agrees to assume the rights and liabilities contained therein. He also agrees to promptly notify the Department of any future change in ownership of , or responsibility for, the permitted activity or project.

Signature of Applicant*

Title

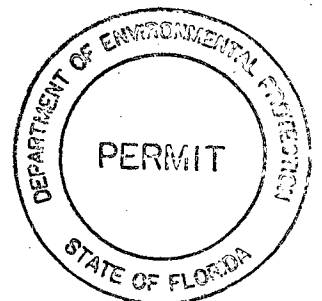
Sworn to and subscribed before me at _____ County, this ____ day of _____, 19__.

Notary Public

Date

My commission Expires:

*Attach letter of authorization if other than owner or corporate officer.



**ENVIRONMENTAL RESOURCE PERMIT
ANNUAL STATUS REPORT FORM**

Permit No.: 18-142823-001-EI

County: _____

Project Name: Mr. Charlie McCraney

Phase: ONE (1)

the following activity has occurred at the above referenced project during the past year, between
June 1, 19____ and May 30, 19_____.

| Permit Condition Activity | % of Completion | Date of anticipated Completion | Date of Completion |
|------------------------------|-----------------|-----------------------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(Use additional Sheets As Necessary)

Benchmark Description (one per major control structure:)

Not Applicable

Print Name

Phone

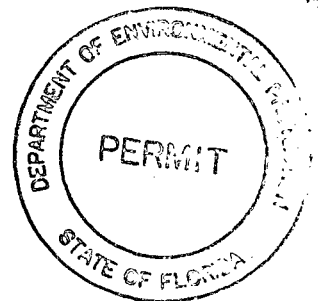
Permittee's or Authorized
Agent's Signature

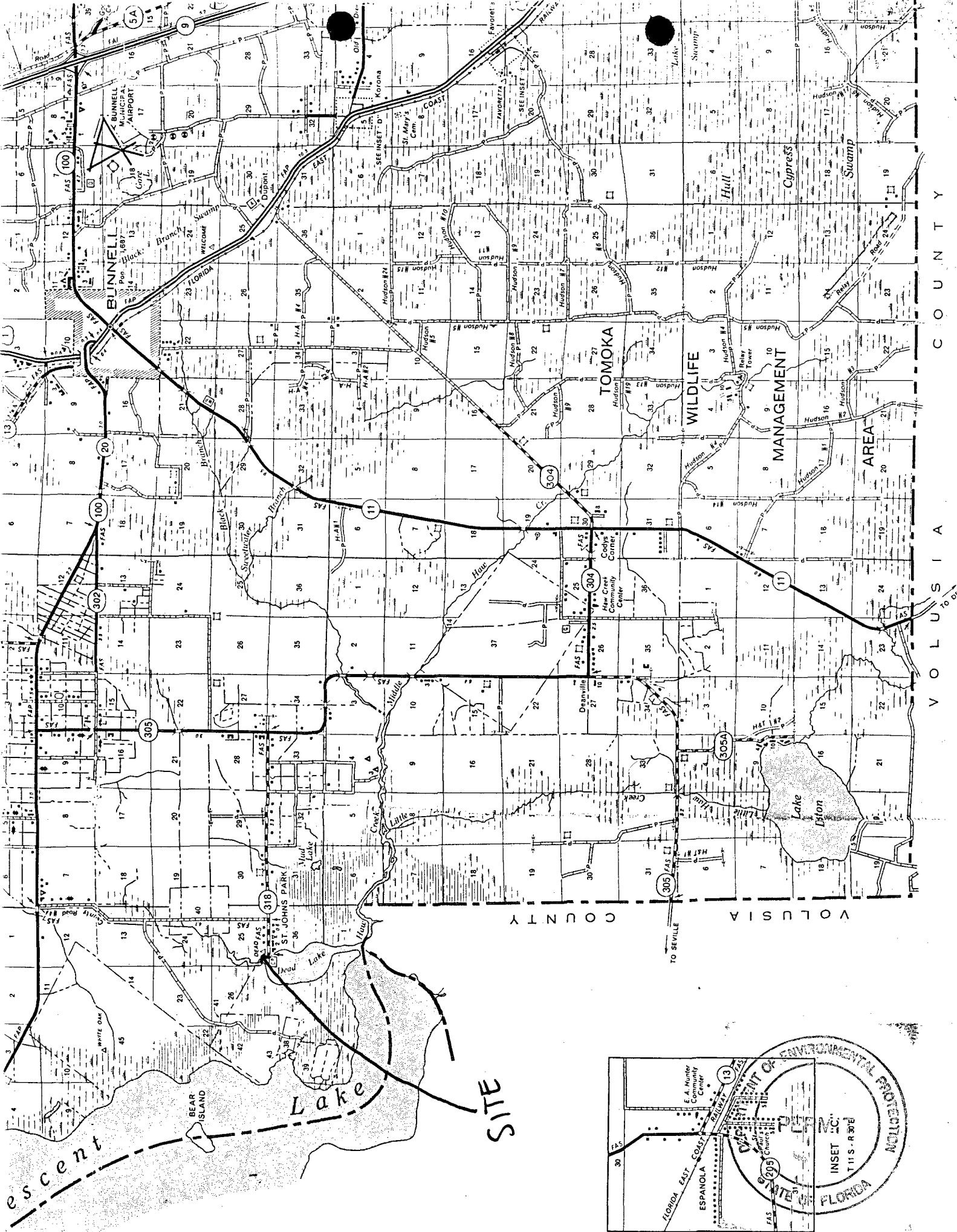
Title and Company

Date

This form shall be submitted to the above referenced Department Office During June of each year for activities whose duration of construction exceeds one year.

Form: #62-343.900(4), F.A.C.
Form Title: Annual Status Report
Date: October 3, 1995



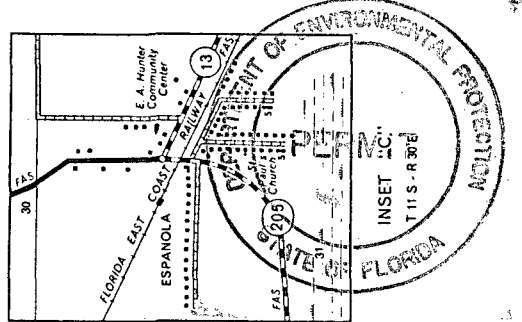


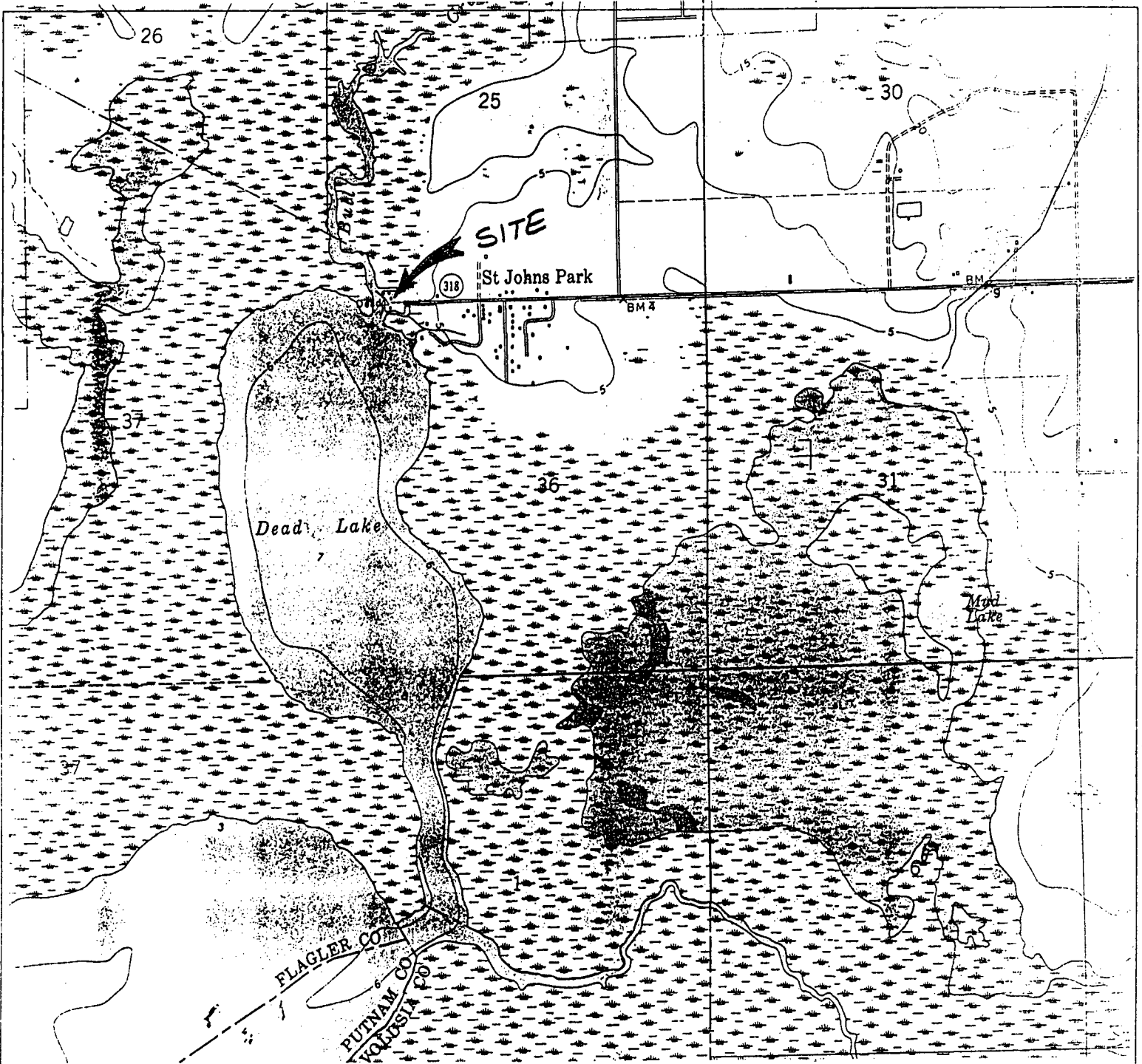
VOLUSIA COUNTY

VOLUSIA COUNTY

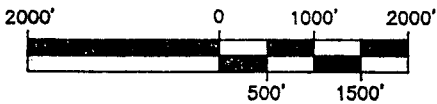
escent

SITE





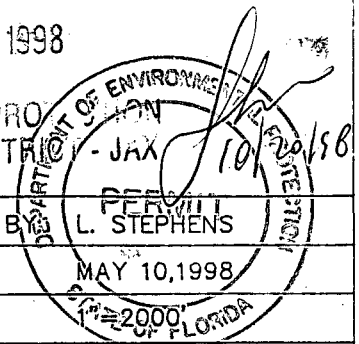
VACINITY MAP



RECEIVED

OCT 23 1998

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT



| | | | |
|--|--|---|--|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | | COUNTY: FLAGLER | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | | WATER BODY: DEAD LAKE / BULL CREEK | SCALE: 1" = 2000' SHEET NO. 1 OF 12 |

RECEIVED

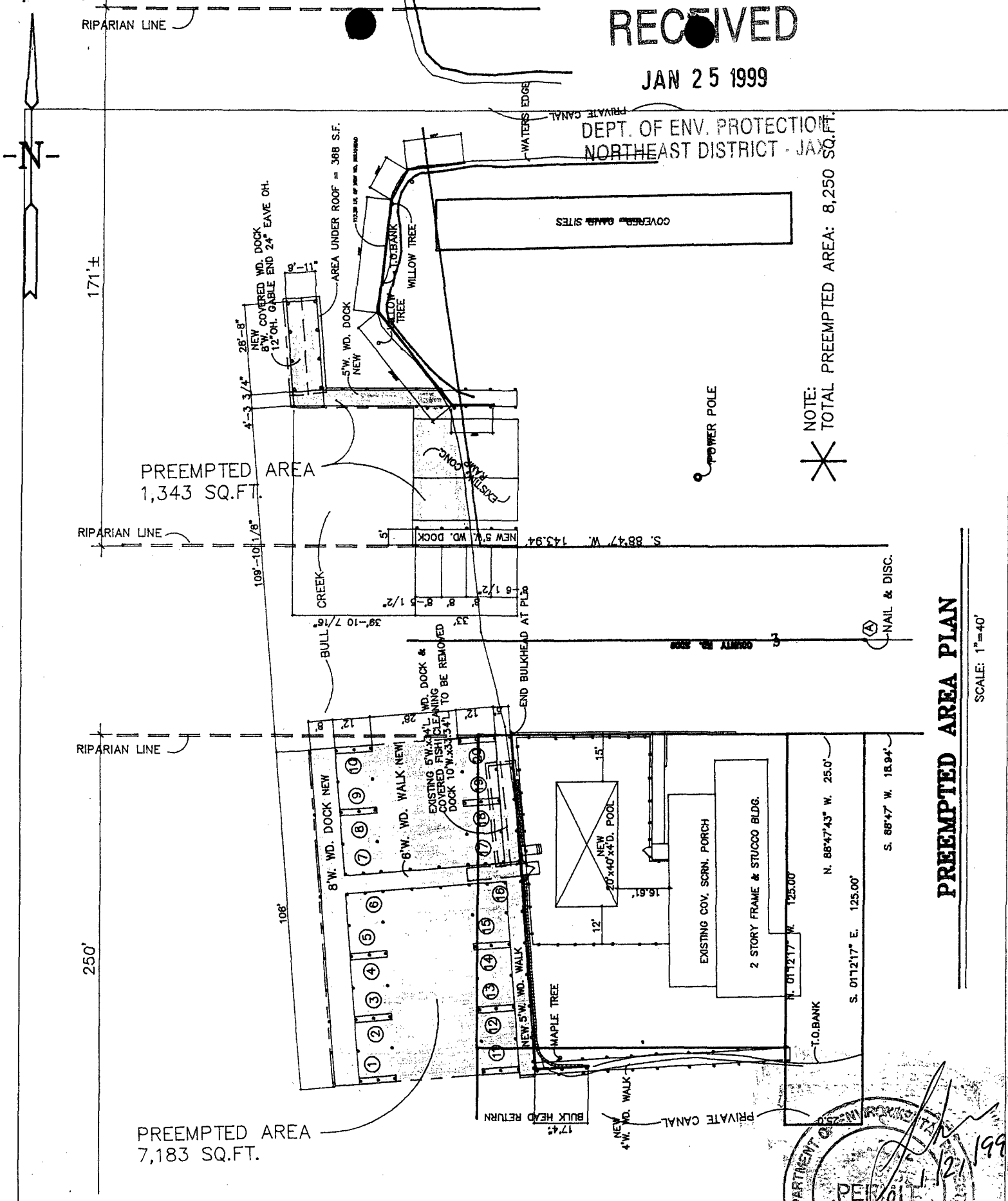
JAN 25 1999

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAN 25 1999

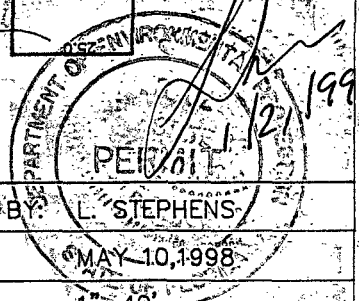
NOTE: TOTAL PREEMPTED AREA: 8,250 SQ. FT.

PREEMPTED AREA PLAN

SCALE: 1"=40'



| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | WATER BODY: DEAD LAKE / BULL CREEK | SCALE: 1"=40' |
| | REV. : JAN. 18, 1999 | SHEET NO. 1 OF 12 |





| | | | | | | | | | | | | | | | | | | | | | | | |
|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|---|---|---|---|---|---|
| 190 | 23 | 22 | 21 | 20 | 19 | 18 | 17 | 16 | 15 | 14 | 13 | 12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 |
|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|---|---|---|---|---|---|

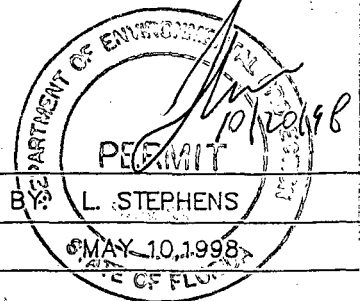
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|

| | | | | | | | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 25 | 30 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|



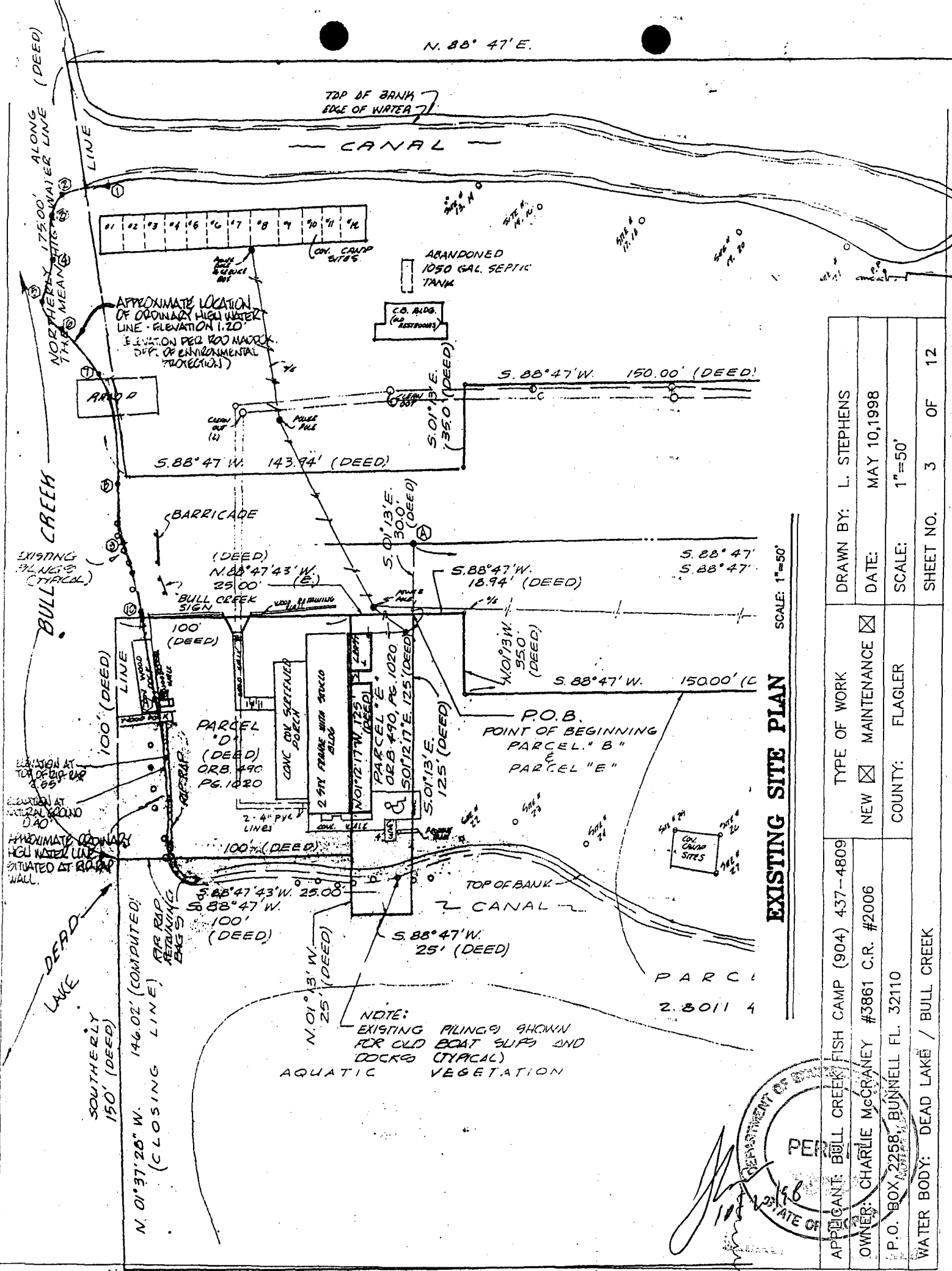
GENERAL NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS ELEVATIONS AND EXISTING SITE CONDITIONS PRIOR TO PLACEMENT OF MATERIALS.
2. IF EXISTING CONDITIONS DIFFER FROM THOSE INDICATED ON THE PLANS, IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER FOR DESIGN MODIFICATIONS BEFORE CONTINUING WITH CONSTRUCTION.
3. ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER A.I.T.C. AND T.P.I. AND NATIONAL DESIGN SPECIFICATIONS FOR WOOD FRAMING
4. ALL WOOD STRUCTURAL MEMBERS SHALL BE CONTROLL STRESS GRADE LUMBER HAVING A FIBER STRESS OF AT LEAST 1200 PSI.
5. ALL DECKING TO BE S.Y.P., 2x6 DECKING TREATED TO CCA .60#.
6. ALL JOISTS AND STRINGERS TO BE S.Y.P. #2 2x10 (TYP.) TREATED TO CCA 2.5# WITH ANCHORS AT BEARING LOCATIONS. PROVIDE FULL LENGTH MATERIAL TO AVOID CUTS AND SPLICING.
7. ALL PILES TO BE 6" MIN. DIA. WITH AN 8' MIN. EMBEDMENT AND IN ACCORDANCE WITH ASTM D25-79. PILES TO BE SOUTHERN YELLOW PINE (S.Y.P.) TREATED TO CCA 2.5#
8. ALL WOOD TO BE PRESSURE TREATED IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION STANDARD C-2. THE PRESERVATIVE SHOULD BE A WATER BORNE PRESERVATIVE SUCH AS TYPE B OR C OR EQUAL AS COVERED IN FEDERAL SPECIFICATIONS TT-W-535 AND AWPA STANDARDS P5, C2, AND C-14.
9. ALL BOLTS AND OTHER HARDWARE SHALL BE HOT DIPPED GALV. SUITABLE FOR MARINE APPLICATION. ALL EXPOSED GALV. HARDWARE TO BE COATED WITH BITUMASTIC.
10. ALL NAILS TO BE HOT DIPPED GALV. 16d (16 PENNY) AND DRIVEN IN PRE DRILLED 1/8" DIA. ROUND HOLES.
11. ALL CONNECTION TO PILES TO BE BOLTED.
12. NO CUT-OFFS OF EXPOSED HARDWARE ARE ALLOWED.
13. ALL PILES TO BE INSTALLED WITH BUTT END DOWN. ANY CUT-OFF SHALL BE MADE AT THE TIP END (SMALL END).
14. THE CROSS SLOPE OF THE RAMP SHALL NOT EXCEED 1:50.
15. IN NO CASE SHALL THERE BE ANY CHANGE IN LEVEL GREATER THE 1/2" ALONG THE ACCESSIBLE ROUTE.
16. CHANGES IN LEVEL BETWEEN 1/4" & 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2.



| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 2 OF 12 |

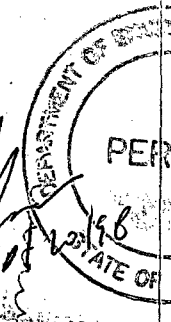
N. 88° 47' E.

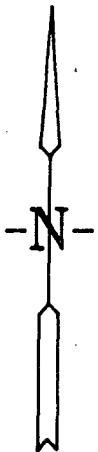


EXISTING SITE PLAN

SCALE: 1"=50'

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | <input checked="" type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: 1"=50' |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 3 OF 12 |



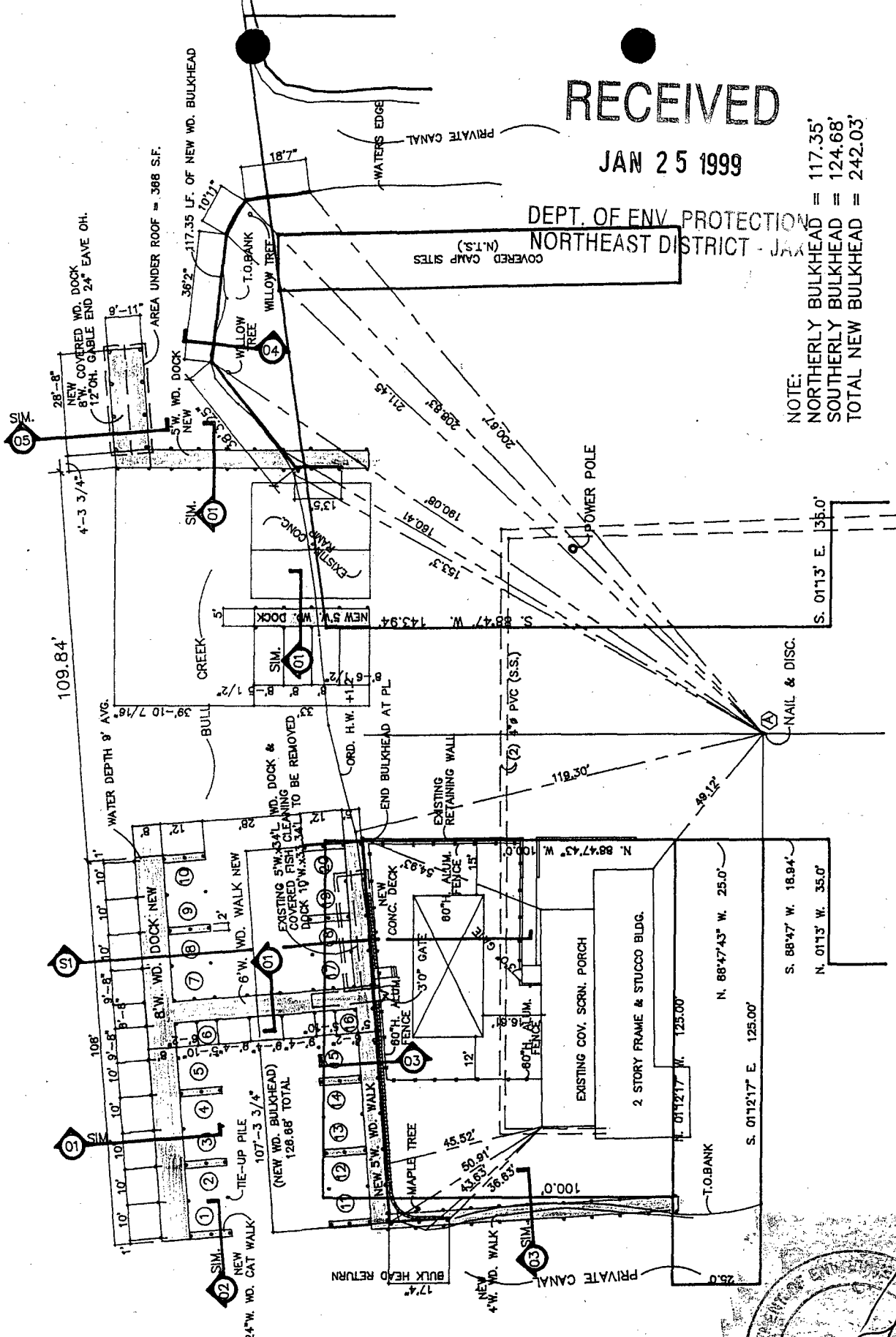


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JAN 25 1999

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JACKSONVILLE, FLORIDA

NOTE:
NORTHERLY BULKHEAD = 117.35'
SOUTHERLY BULKHEAD = 124.68'
TOTAL NEW BULKHEAD = 242.03'

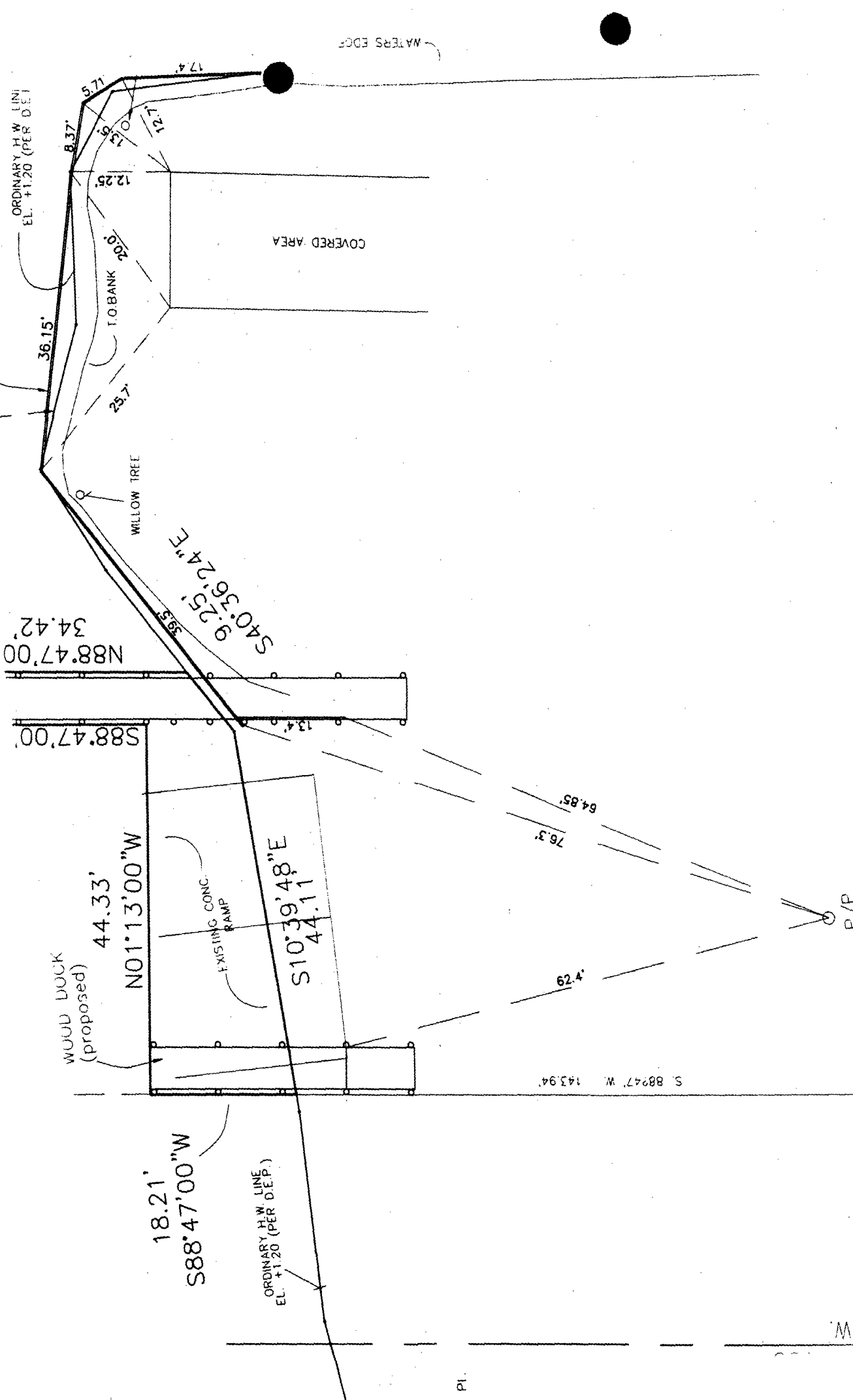


PROPOSED SITE PLAN

SCALE: 1"=40'

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY 10 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | REV.: JAN. 18, 1999 | SCALE: 1/2"=1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 4 OF 12 |

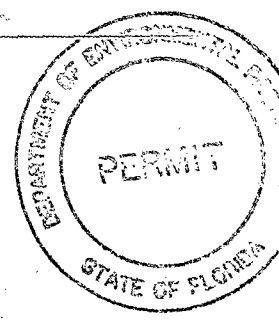




NOTES:

1. NO UNDERGROUND IMPROVEMENTS, UTILITIES OR FOOTERS LOCATED.
2. NO SEARCH FOR ENCUMBERING INSTRUMENTS EFFECTING THIS PROPERTY WAS MADE BY SURVEYOR.
3. DESCRIPTION PROVIDED BY CLIENT.
4. BEARINGS SHOWN AND ARE BASED ON THE

4A of 12

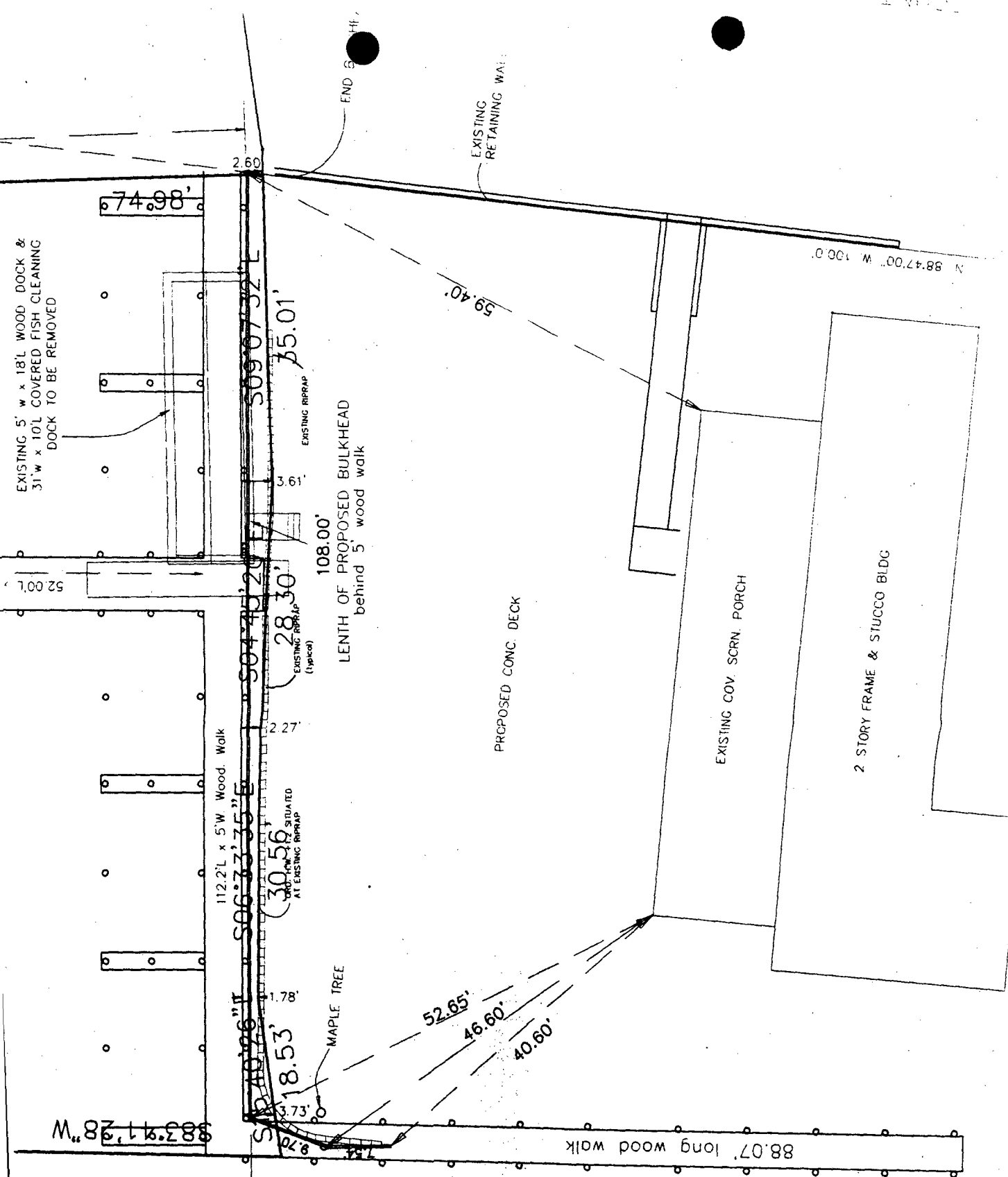


00 + 00" W

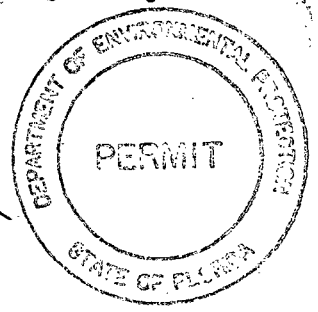
PI.

48 of 12

EXISTING 5' W x 18' L WOOD DOCK & 31' W x 10' L COVERED FISH CLEANING DOCK TO BE REMOVED



PRIVATE CANAL



NOTE SOUTHERLY PROPERTY LINE IS 300.00' OF

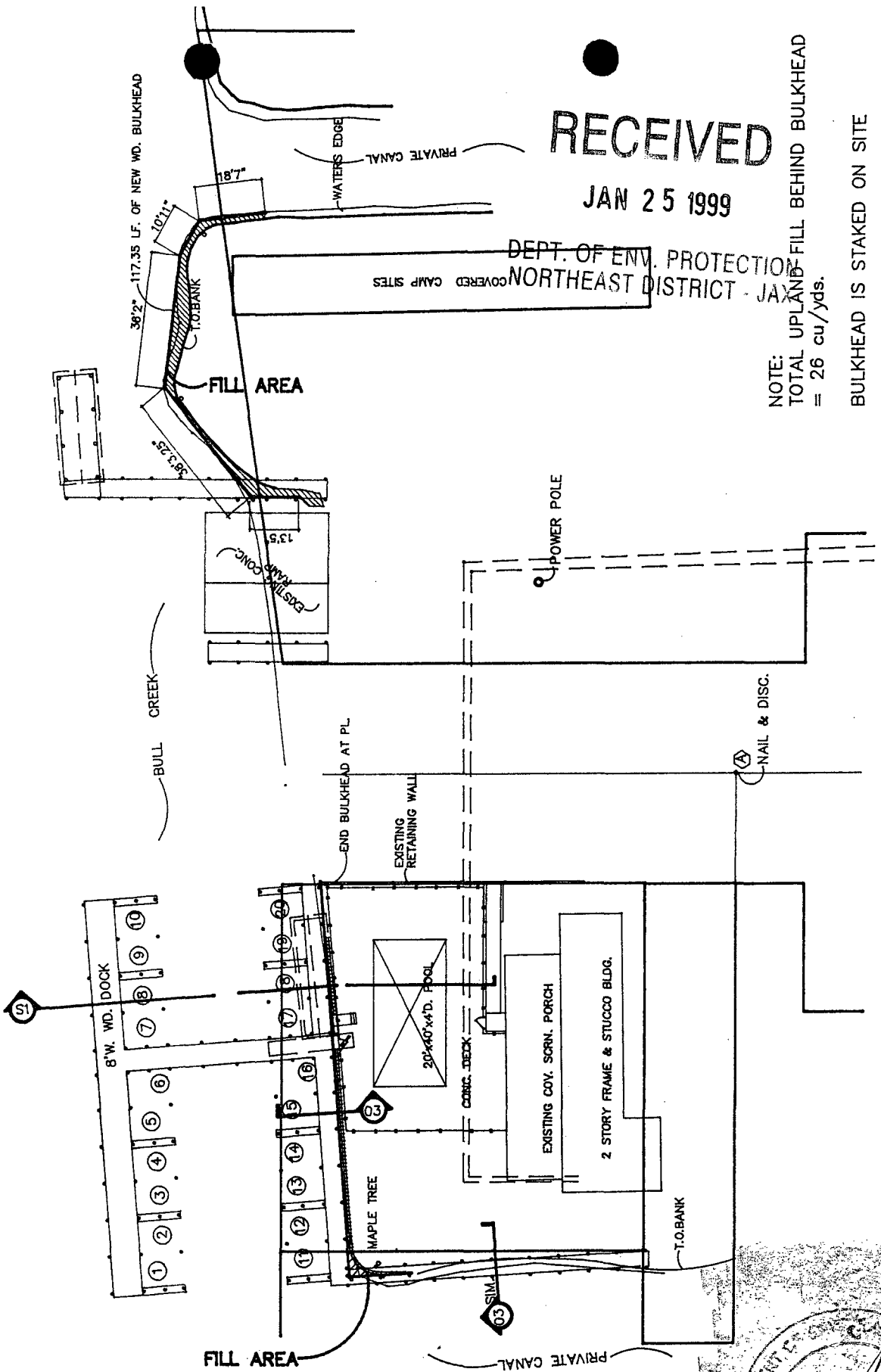


RECEIVED

JAN 25 1999

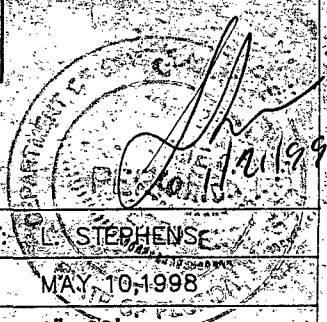
DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX

NOTE: TOTAL UPLAND FILL BEHIND BULKHEAD
= 26 cu/yds.
BULKHEAD IS STAKED ON SITE



PROPOSED UPLAND FILL PLAN

SCALE: 1"=40'

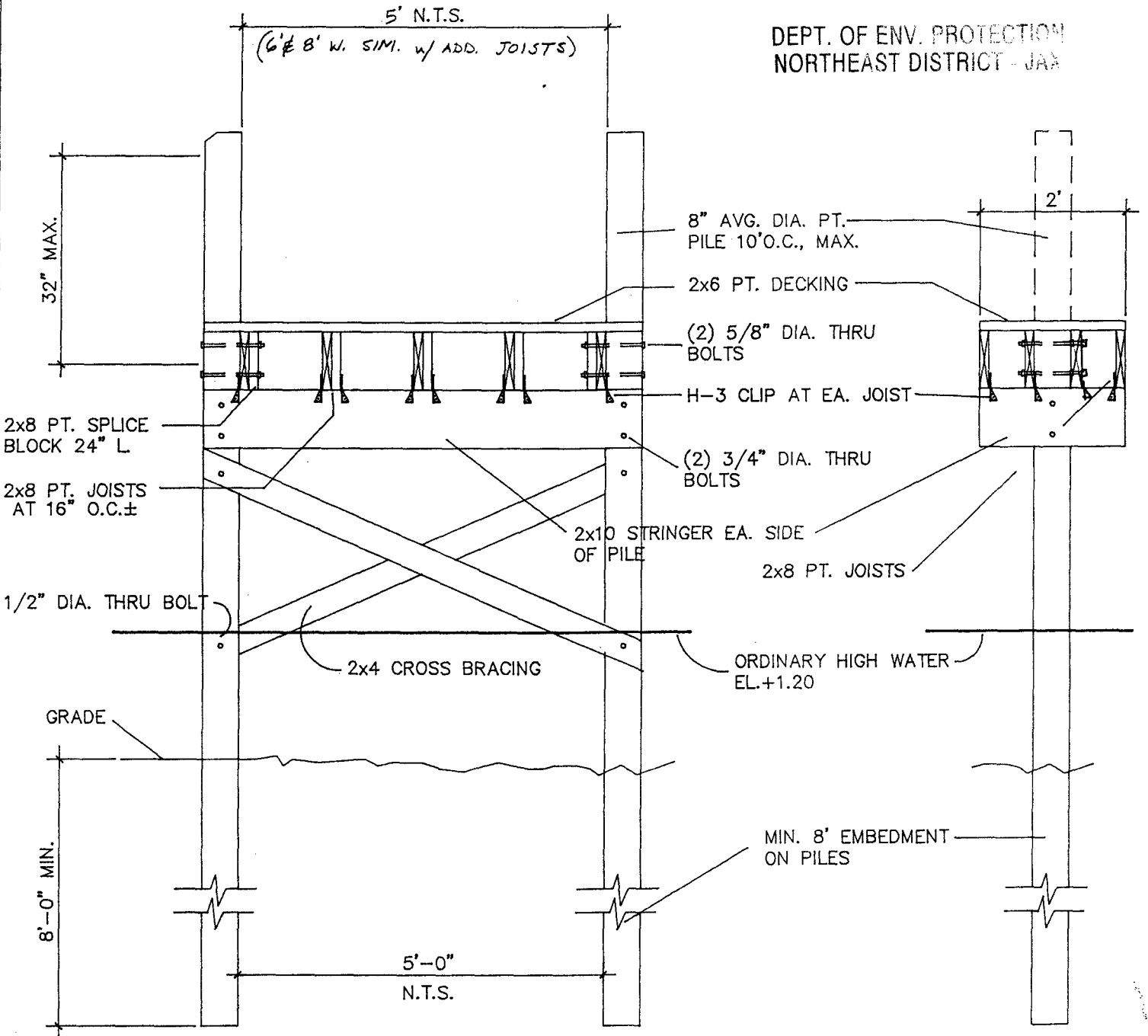


| | | |
|--|---|------------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L. STEPHENSE |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | REV.: JAN. 10, 1999 | SCALE: 1"=20' |
| WATER BODY: DEAD LAKE / BULL CREEK | SHEET NO. 5 | OF 12 |

RECEIVED

JAN 25 1999

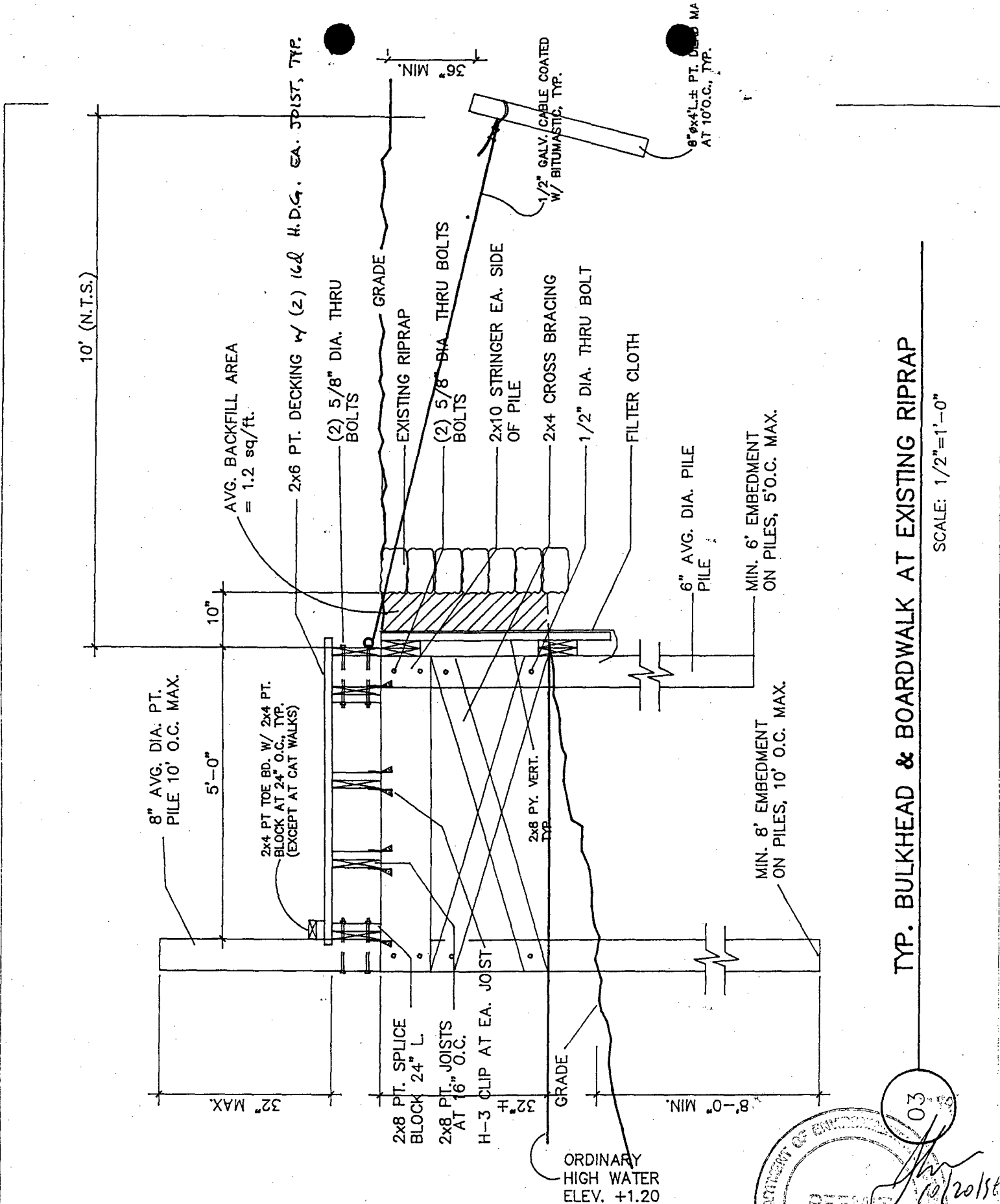
DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX



01 TYP. DOCK SECTION
SCALE: 1/2"=1'-0"

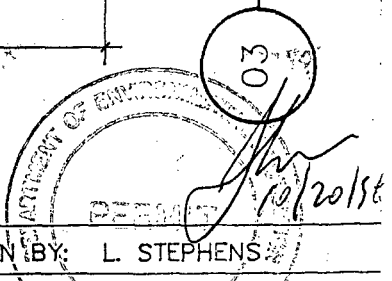
02 TYP. CAT WALK
SCALE: 1/2"=1'-0"

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: 1/2"=1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 6 OF 12 |

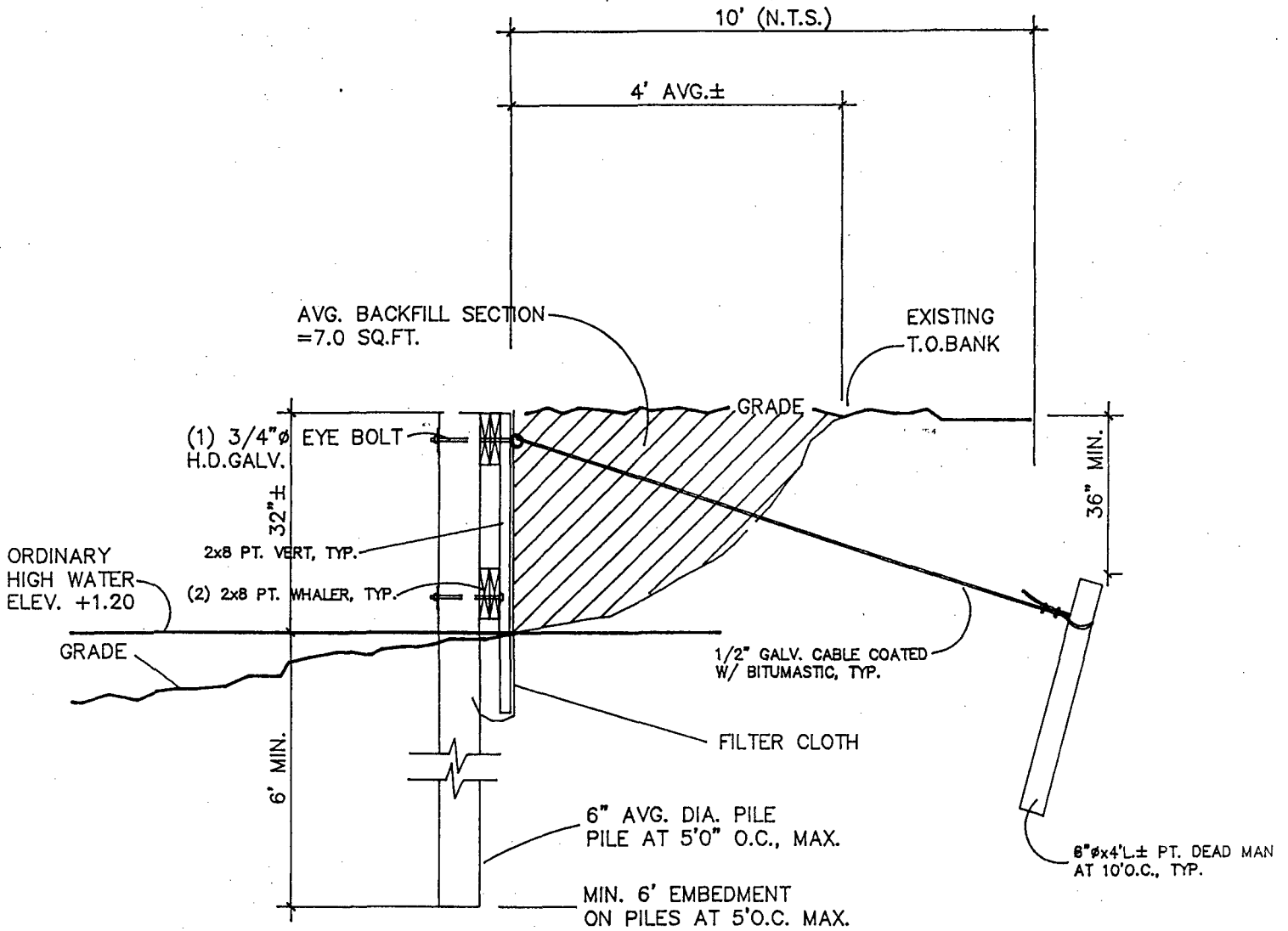


TYP. BULKHEAD & BOARDWALK AT EXISTING RIPRAP

SCALE: 1/2"=1'-0"



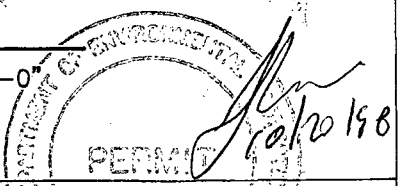
| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRAVEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | WATER BODY: DEAD LAKE / BULL CREEK | SCALE: 1/2"=1'-0" |
| SHEET NO. 7 OF 12 | | |



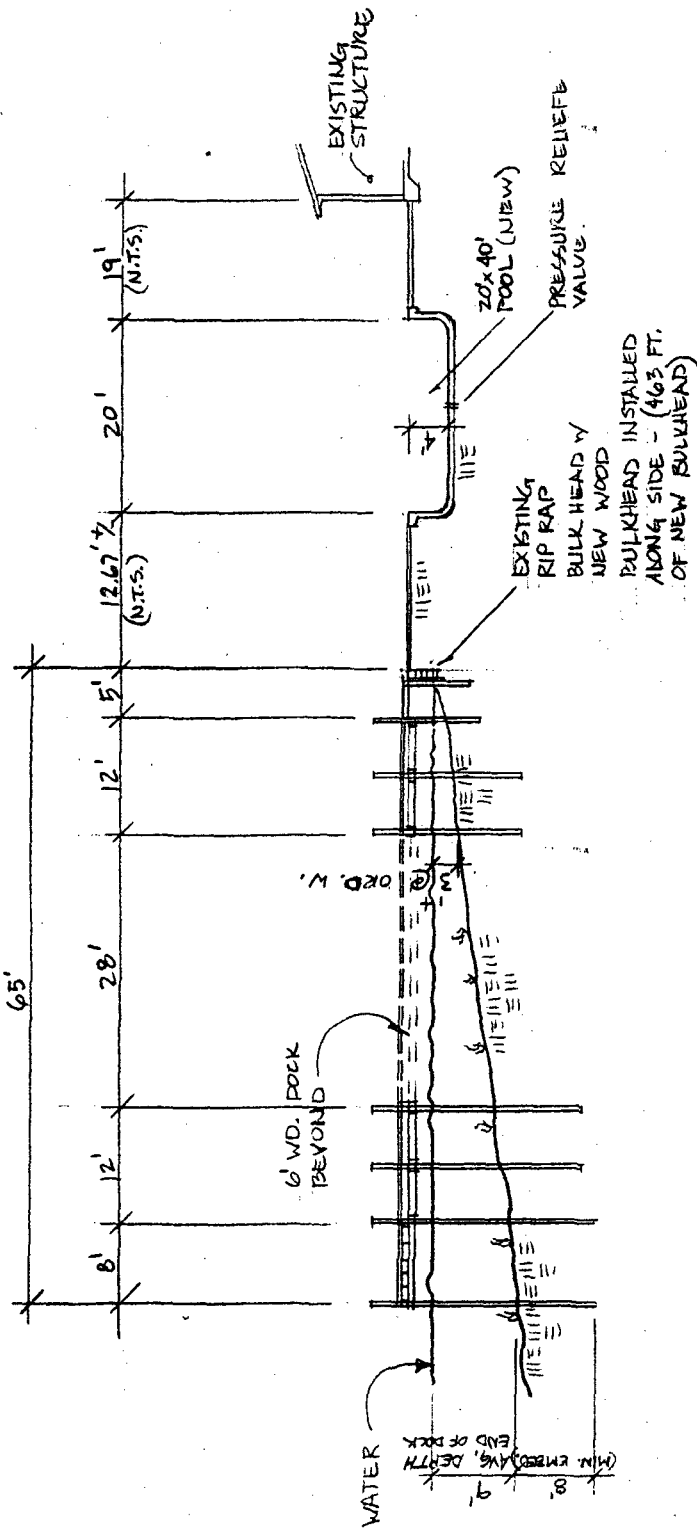
04

TYP. WD. BULKHEAD SECTION

SCALE: 1/2" = 1'-0"



| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN-BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY-10, 1998 |
| P.O. BOX 2258, BUNNELL FL 32110 | | SCALE: 1/4" = 1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 8 OF 12 |



SITE SECTION

SCALE: 1" = 20'

S1

DEPARTMENT OF ENVIRONMENTAL
 10/20/98

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: 1/2" = 1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 9 OF 12 |

26 GA. GALVALUME METAL INSTALLED PER PANEL MANUF. RECOMMENDATIONS

2x6 PT. RAFTERS AT 16" O.C., TYP.

2x4 PT. PURLINS AT 2'2" O.C., TYP.

TRUSS ANCHOR EA. TRUSS EA. END (2) H-5, COAT ALL CONNECTORS W/ BITUMASTIC COATING.

ST6224 AT EA. RAFTER PAIR, TYP.

2x8 PT. RIDGE BD. W/ L50 EA. RAFTER, TYP.

2x4 PT. COLAR TIE AT 32" O.C., TYP.

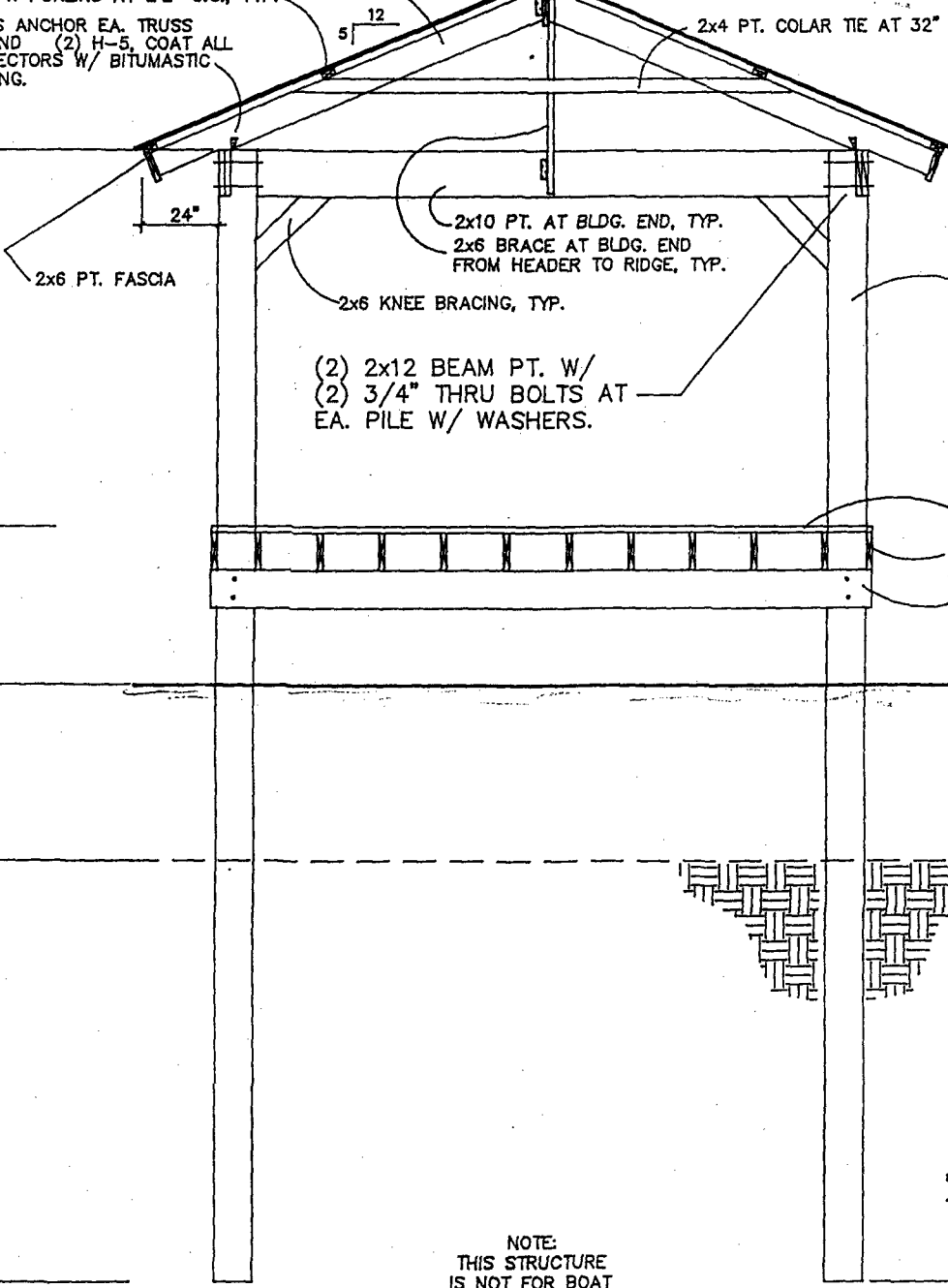
ALUM. DRIP EDGE

8'-0"

2'-8" APPROX. N.T.S.

8'6" ± AVG. N.T.S.

17' MIN. = 35' PILE N.T.S. VERIFY SOIL BEARING CAPACITY



8" MIN. DIA. PT. PILE, TYP. 9'4" O.C.±

2x6 PT. DECKING, TYP.

2x10 PT. JOISTS, TYP. 24" O.C., TYP.

2x10 PT. STRINGER TYP. W/ (2) 3/4" THRU BOLTS

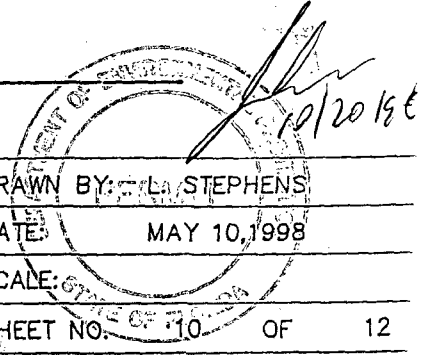
15'0" MIN. EMBEDMENT

NOTE: THIS STRUCTURE IS NOT FOR BOAT STORAGE

05

SECTION AT COVERED DOCK

SCALE: 1/4"=1'-0"

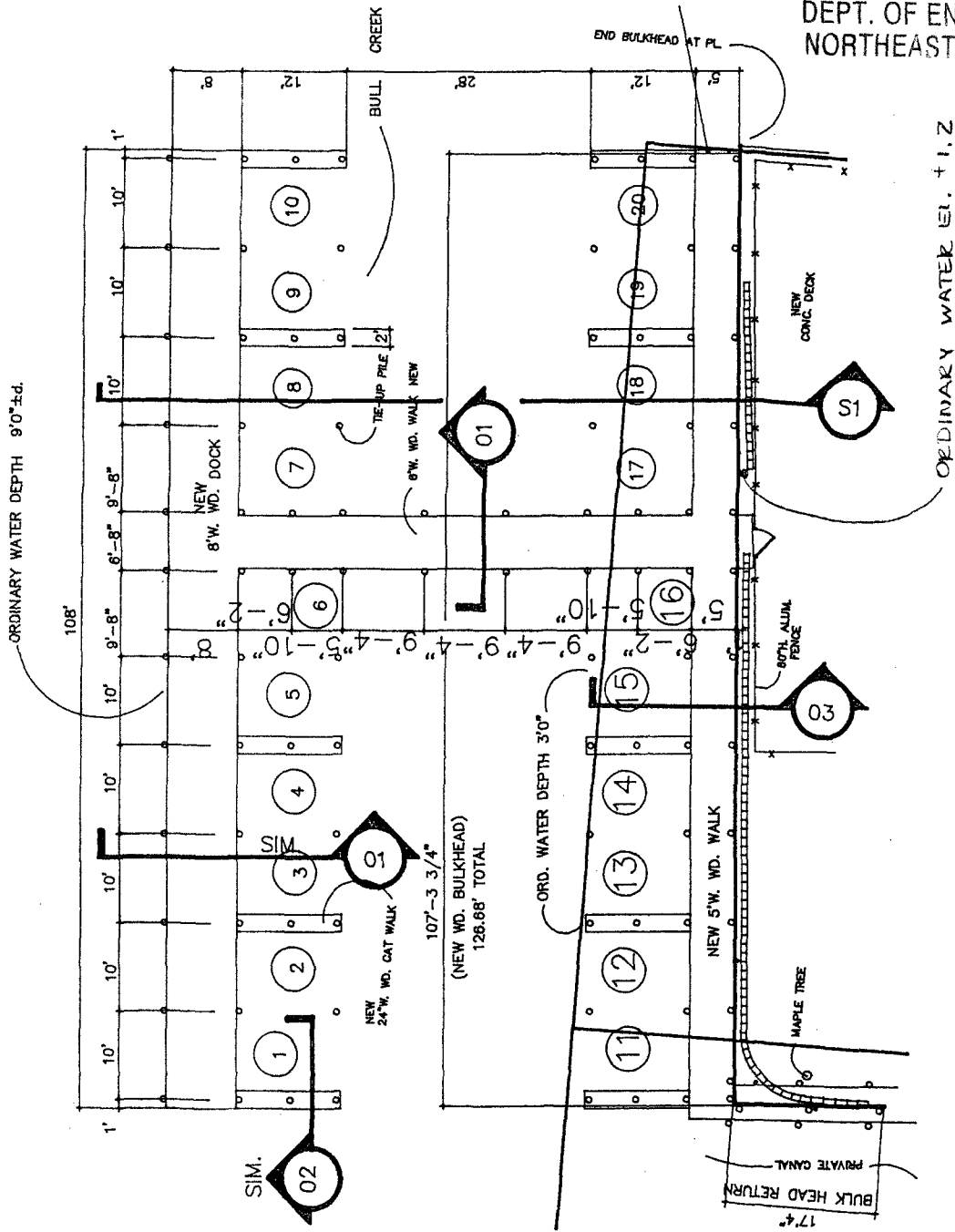


| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: J. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL 32110 | COUNTY: FLAGLER | SCALE: |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 10 OF 12 |

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JAN 25 1999

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX



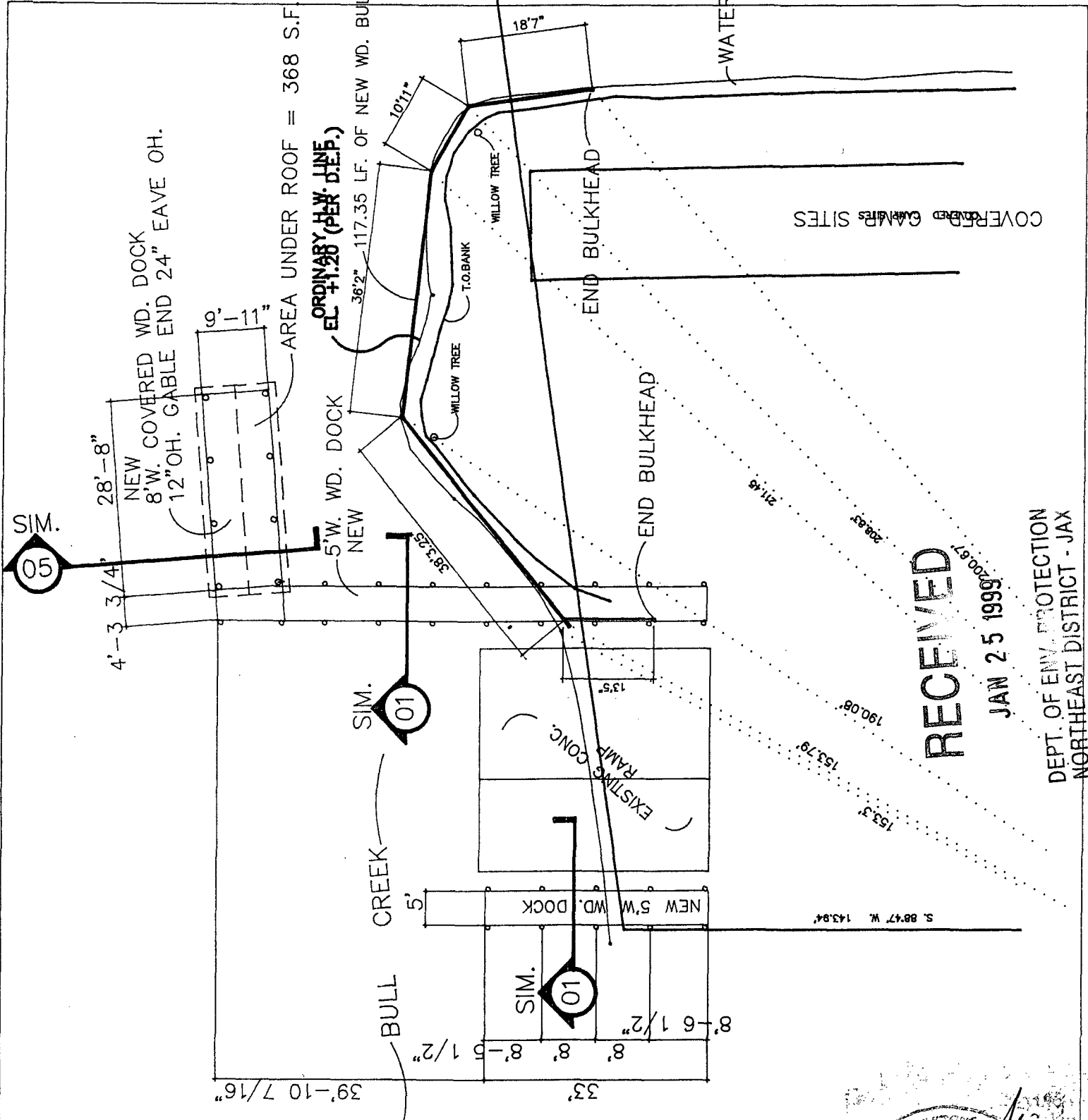
ENLARGED DOCK / BOATSLIP PLAN

SCALE: 1"=20'

[Handwritten Signature]
1/21/99

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | WATER BODY: DEAD LAKE / BULL CREEK | SCALE: 1"=20' |
| REV.: JAN 18, 1999 | SHEET NO. 11 | OF 12 |



ORG CODE: 3740-2010-0000
EO: G1
OBJ: 002256

RECEIVED

SECTION A

RECEIVED
JUN 08 1998

FORM #: 62-343.900 (1)
FORM TITLE: JOINT ENVIRONMENTAL
RESOURCE PERMIT APPLICATION
DATE: October 3, 1995

JUL - 7 1998

18-142823-001-ES

By _____

ACOE Application # _____ DEPT. OF ENV. PROT. FOR AGENCY USE ONLY
Date Application Received _____ DEP/WMD Application # 40-035-0060A-ERP
Proposed Project Lat. _____ Date Application Received 6-8-98
Proposed Project Long. _____ Fee Received \$ 700.00
Fee Receipt # P018345
Baggett McGee 43/164

PART 1:

Are any of the activities described in this application proposed to occur in, on, or over wetlands or other surface waters? Yes No

Is this application being filed by or on behalf of a government entity or drainage district? Yes No

PART 2:

A. Type of Environmental Resource Permit Requested (check at least one). See Attachment 2 for thresholds and descriptions.

- Noticed General - include information requested in Section B.
- Standard General (Single Family Dwelling) - include information requested in Sections C and D.
- Standard General (all other Standard General projects) - include information requested in Sections C and E.
- Individual (Single Family Dwelling) - include information requested in Sections C and D.
- Individual (all other Individual projects) - include information requested in Sections C and E.
- Conceptual - include information requested in Sections C and E.
- Mitigation Bank Permit (construction) - include information requested in Section C and F.
(If the proposed mitigation bank involves the construction of a surface water management system requiring another permit defined above, check the appropriate box and submit the information requested by the applicable section.)
- Mitigation Bank (conceptual) - include information requested in Section C and F.

B. Type of activity for which you are applying (check at least one)

- Construction or operation of a new system, other than a solid waste facility, including dredging or filling in, on or over wetlands and other surface waters.
- Construction, expansion or modification of a solid waste facility.
- Alteration or operation of an existing system which was not previously permitted by a WMD or DEP.
- Modification of a system previously permitted by a WMD or DEP. Provide previous permit numbers. _____
 - Alteration of a system Extension of permit duration Abandonment of a system
 - Construction of additional phases of a system Removal of a system

C. Are you requesting authorization to use Sovereign Submerged Lands. Yes No
(See Section G and Attachment 5 for more information before answering this question.)

D. For activities in, on or over wetlands or other surface waters, check type of federal dredge and fill permit requested:

- Individual Programmatic General General Nationwide Not Applicable

E. Are you claiming to qualify for an exemption? Yes No
If yes, provide rule number if known. _____

| PART 3: | |
|--|---|
| A. OWNER(S) OF LAND | B. ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER) |
| NAME <i>Charlie McCraney</i> | NAME |
| TITLE AND COMPANY <i>OWNER</i> | TITLE AND COMPANY |
| ADDRESS <i>P.O. Box 2258</i> | ADDRESS |
| CITY, STATE, ZIP <i>Bunnell, FL 32110</i> | CITY, STATE, ZIP |
| TELEPHONE AND FAX <i>(904) 437-4809 hm 4396343</i> <i>Flagler Beach</i> | TELEPHONE AND FAX |
| C. AGENT AUTHORIZED TO SECURE PERMIT <i>same 437 3451</i> | D. CONSULTANT (IF DIFFERENT FROM AGENT) |
| NAME <i>(OWNER)</i> | NAME |
| TITLE AND COMPANY | TITLE AND COMPANY |
| ADDRESS | ADDRESS |
| CITY, STATE, ZIP | CITY, STATE, ZIP |
| TELEPHONE AND FAX | TELEPHONE AND FAX |

437 2487 FAX

PART 4 (Please provide metric equivalent for federally funded projects):

- A. Name of project, including phase if applicable: *Bull Creek Fish Camp*
- B. Is this application for part of a multi-phase project? Yes No
- C. Total applicant-owned area contiguous to the project: *6.08* ac.; _____ ha.
- D. Total area served by the system: _____ ac.; _____ ha.
- E. Impervious area for which a permit is sought: _____ ac.; _____ ha.
- F. Volume of water that the system is capable of impounding: *N/A* ac. ft.; _____ m³
- G. What is the total area of work in, on, or over wetlands or other surface waters?
.068 ac.; _____ ha. *2,967* sq. ft.; _____ sq. m.
- H. Total volume of material to be dredged: *N/A* yd³; _____ m³
- I. Number of new boat slips proposed: *8* wet slips; _____ dry slips

ENVIRONMENTAL
PERMIT APPLICATION

PART 5:

Project location (use additional sheets, if needed):

County(ies) FLAGLER

Section(s) 25 Township 12S Range 28 E

Section(s) _____ Township _____ Range _____

Section(s) _____ Township _____ Range _____

Land Grant name, if applicable _____

Tax Parcel Identification Number 36-12-28-0000-01040-0000
25-12-28-0000-07030-0000 / 25-12-28-5600-0000 - 6100

Street address, road, or other location 3861 West County Rd. 2006

City, Zip Code if applicable Bunnell, Fl. 32110

PART 6: Describe in general terms the proposed project, system, or activity.

This project consists of removing 400 SF of existing rock
and installing 2,967 SF of new rock in various lengths
and widths. Also
463 ft of new wooden bulkhead is proposed. Turbidity
curtain will surround construction activities.

WE PROPOSED TO ALSO REBUILD EXISTING
BOAT SLIPS AND ADD 9 ADDITIONAL SLIPS

PART 7:

A. If there have been any pre-application meetings, including on-site meetings, with regulatory staff, please list the date(s), location(s), and names of key staff and project representatives.

B. Please identify by number any MSSW/Wetland resource/ERP/ACOE Permits pending, issued or denied for projects at the location, and any related enforcement actions.

| Agency | Date | No./Type of Application | Action Taken |
|--------|-------|-------------------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

C. Note: The following information is required for projects proposed to occur in, on or over wetlands that need a federal dredge and fill permit or an authorization to use state owned submerged lands. Please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding applicant) and/or (for proprietary authorizations) is located within a 500 ft. radius of the applicant's land. Please attach a plan view showing the owner's names and adjoining property lines. Attach additional sheets if necessary.

- | | |
|---|---|
| 1. <u>Walton M. Rinney</u> <u>RT 1 Box 179-T</u> <u>Bunnell, FL 32110</u> | 2. <u>CLARA S. Townsend</u> <u>P.O. Box 1040</u> <u>Palatka, FL 32177</u> |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

ENVIRONMENTAL APPLICATION

PART 8:

A. By signing this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of the applicant, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

CHARLIE H. McCRAVEY
Typed/Printed Name of Applicant (If no Agent is used) or Agent (If one is so authorized below)
Charlie H. McCravey 5/15/98
Signature of Applicant/Agent Date
OWNER

(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:

B. I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant Signature of Applicant Date

(Corporate Title if applicable)

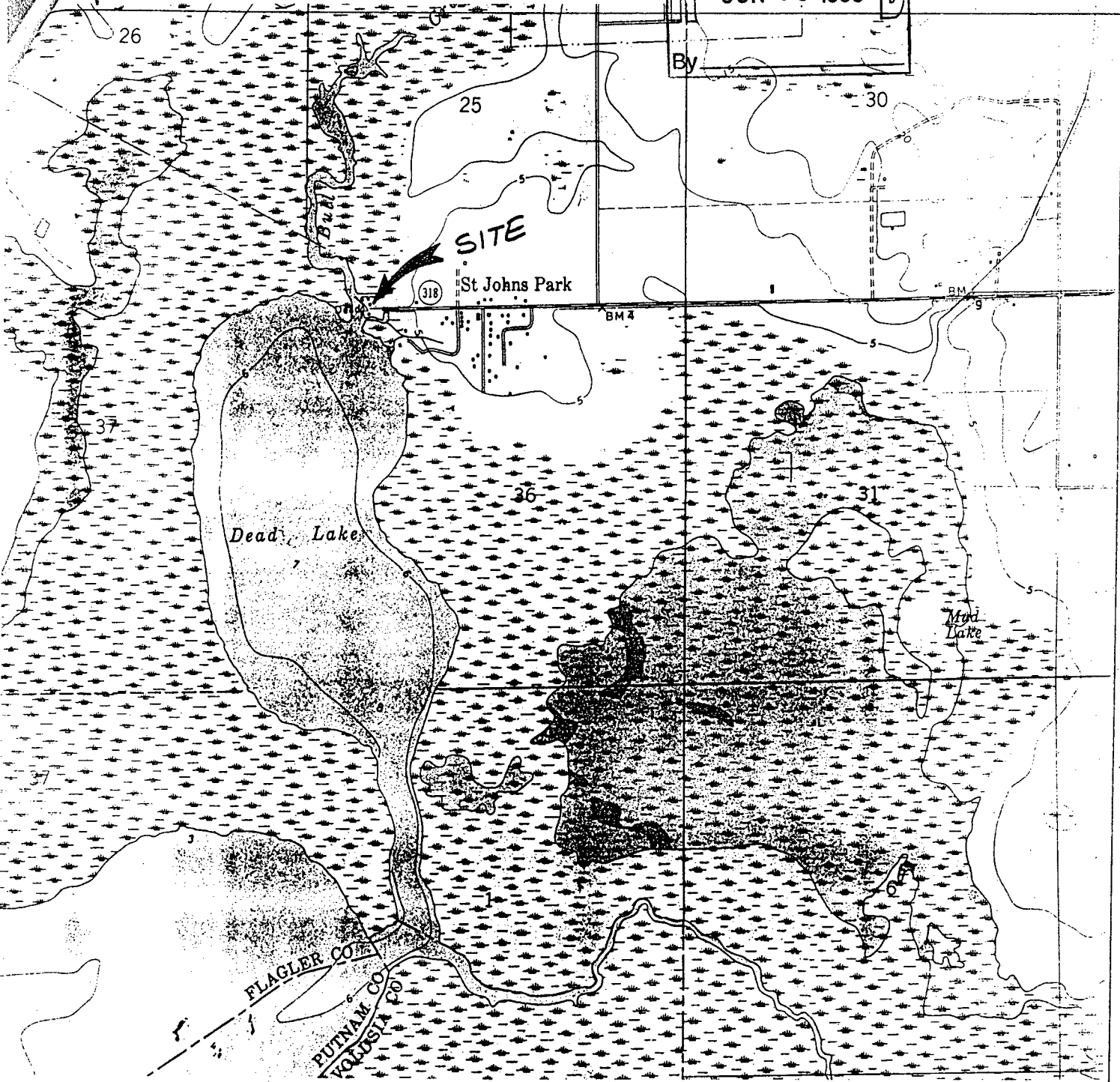
Please note: The applicant's original signature (not a copy) is required above.

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

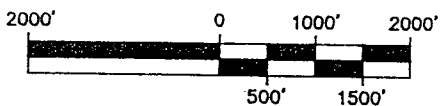
C. I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

Typed/Printed Name Signature Date
CHARLIE H. McCRAVEY Charlie H. McCravey 5/15/98
(Corporate Title if applicable)
OWNER

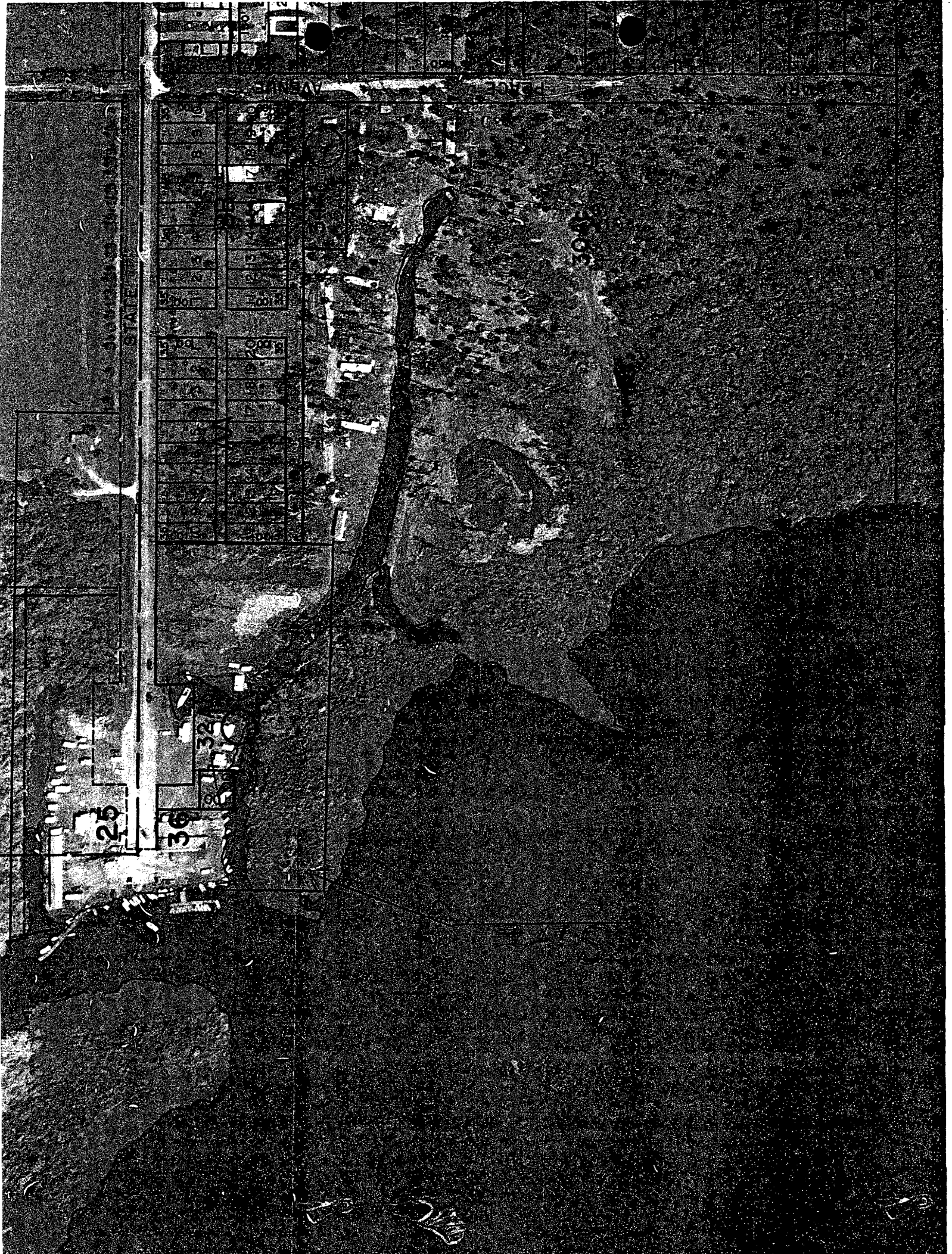
RECEIVED
 JUN 08 1998
 By



VACINITY MAP



| | | |
|--|---|---|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 OWNER: CHARLIE McCRANEY #3861 C.R. #2006 P.O. BOX 2258, BUNNELL FL. 32110 WATER BODY: DEAD LAKE / BULL CREEK | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L. STEPHENS DATE: MAY 10, 1998 |
| | COUNTY: FLAGLER | SCALE: 1"=2000' SHEET NO. 1 OF 7 |





July 6, 1998

Charlie McCraney
P.O. Box 2258
Bunnell, FL 32110

Re: Application #40-035-0060A-ERP

Dear Mr. McCraney:

Thank you for meeting with me at your fish camp on June 25, 1998 to inspect the site and go over your permit application. Since the site inspection, I have talked with Leonard Nero, Environmental Administrator with the Division of State Lands, Florida Department of Environmental Protection (DEP) and Russell Price, Environmental Supervisor with the Division of Submerged Lands and Environmental Resource Permitting, DEP. They both felt that your application exceeded the threshold (more than nine new boat slips) which causes the application to be reviewed by DEP. Therefore, I am sending your application to Mr. Price at the Jacksonville branch of DEP as of this date. Your application fee will be refunded to you. You will need to send a new application fee to DEP. Please talk with Mr. Price at (904) 448-4340 to determine the appropriate fee.

As I mentioned to you before, I will assist DEP in any way I can in the review of your application. If I can be of further assistance, please do not hesitate to call me at (904) 329-4216.

Sincerely,

Sandy McGee, Environmental Specialist
Department of Resource Management

cc: Allen Baggett
Lisa Grant

Tim Sagul TS
PDS

Russell Price, DEP

Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429
TELEPHONE 904-329-4500 SUNCOM 904-860-4500
TDD 904-329-4450 TDD SUNCOM 860-4450
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508
(Planning and Acquisition) 329-4848

SERVICE CENTERS
618 E. South Street 7775 Baymeadows Way PERMITTING: OPERATIONS:
Orlando, Florida 32801 Suite 102 305 East Drive 2133 N. Wickham Road
407-897-4300 Jacksonville, Florida 32256 Melbourne, Florida 32904 Melbourne, Florida 32935-8109
TDD 407-897-5960 904-730-6270 407-984-4940 407-752-3100
TDD 904-448-7900 TDD 407-722-5368 TDD 407-752-3102

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JUL - 7 1998

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX

Dan Roach, CHAIRMAN
FERNANDINA BEACH

Kathy Chinoy, VICE CHAIRMAN
PONTE VEDRA

James T. Swann, TREASURER
COCOA

Otis Mason, SECRETARY
ST. AUGUSTINE

William M. Segal
MAITLAND

Griffin A. Greene
VERO BEACH

James H. Williams
OCALA

Patricia T. Harden
SANFORD

Reid Hughes
DAYTONA BEACH

MSSW GENERAL APPLICATION ASSIGNMENT SHEET

Office: PALATKA Reviewer: BAGGETT MCGEE ?

Date Received: 6/ 8/98 Date Processed: 6/ 8/98

Application Number: 40-035-0060A-ERP

Owner: CHARLIE MCCRANEY

Applicant: CHARLIE MCCRANEY

Agent/Consultant: N/A

Project Name: BULL CREEK FISH CAMP

THE FOLLOWING INFORMATION IS NEEDED TO ADMINISTRATIVELY COMPLETE THIS APPLICATION:

- Signatures
- Authorization from Owner for Agent
- Individual/Firm Preparing Specifications
- Name in which Permit is to be Issued
- Entity Responsible for Maintenance Statement
- Bound Reports (No. Received: 0)
- Plans (No. Received: 2)
- Calculations (No. Received: 2)
- Notice of Receipt of Application
- Adequate Map Coordinates
- Fee: 700.00 Receipt Number: 18345

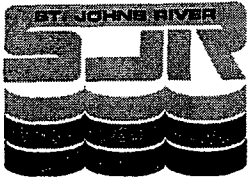
Comments: 1 WARRANTY DEED REC'D - PLEASE VERIFY SUBMITTAL.
1 Boundary Survey - 2 aeriels & 2 Construction plans rec'd.
Application is adminstratively complete? NO EP

Request for Additional Information must be mailed by: 7/ 6/98

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JUL - 7 1998

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX



**WATER
MANAGEMENT
DISTRICT**

Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500

SUNCOM 904-860-4500

TDD 904-329-4450

TDD SUNCOM 860-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4315

(Administration/Finance) 329-4508

(Planning and Acquisition) 329-4848

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-897-4300
TDD 407-897-5960

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-8270
TDD 904-448-7900

PERMITTING:
305 East Drive
Melbourne, Florida 32904
407-984-4940
TDD 407-722-5368

OPERATIONS:
2133 N. Wickham Road
Melbourne, Florida 32935-8109
407-752-3100
TDD 407-752-3102

June 8, 1998

ATLANTIC PERMITS SECTION OFFICE
CESAJ-CO-RA
ATTN: DAVE SMITH
P. O. BOX 4970
JACKSONVILLE, FL 32232-0019

NOTICE

FILE NUMBER: 40-035-0060A-ERP
CHARLIE MCCRANEY
BULL CREEK FISH CAMP

The District is in receipt of an Environmental Resource Permit application from the above applicant.

Please refer to the applicant's name and file number in any correspondence to help facilitate processing. Any questions concerning this project should be directed to SANDY MCGEE in the PALATKA office.

Sincerely,

Elizabeth Parker
Senior Permit Data Technician
Permit Data Services Division

Enclosures

cc: District Application File
Lori Dowdy, Data Management Supervisor

RECEIVED

JUL - 7 1998

**DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX**

Dan Roach, CHAIRMAN
FERNANDINA BEACH

Kathy Chinoy, VICE CHAIRMAN
PONTE VEDRA

James T. Swann, TREASURER
COCOA

Otis Mason, SECRETARY
ST. AUGUSTINE

William M. Segal
MAITLAND

Griffin A. Greene
VERO BEACH

James H. Williams
OCALA

Patricia T. Harden
SANFORD

Reid Hughes
DAYTONA BEACH

| | | | | |
|-------------------|----------------|---------|-------------|--------------|
| Post-it® Fax Note | 7671 | Date | 6/23/98 | # of pages ▶ |
| To | Scott Woolam | From | Sandy McGee | |
| Co./Dept. | | Co. | | |
| Phone # | | Phone # | SC 860-4216 | |
| Fax # | (850) 413-9002 | Fax # | | |

DATE: 6/23/98

TO: Scott Woolam

FROM: Sandy McGee

The Water-Management District is requesting a research determination on the following application. The information listed below is being furnished for your use in identifying the parcel(s).

File No. 400350060

Date of Application 6/8/98

Applicant Charlie McCraney

County Flagler

Waterbody Bull Creek (mouth of Dead Lake)

Location ~~S 25 T 12 S R 28 E~~ Lot ___ Blk ___ Sub ___; Plat Book/Page

S 25 T 12 S R 28 E

Project Info:

Type of Project Fish Camp

Remarks Applicant is proposing 2,967 sf of new dock, 463 ft of new bulkhead, and 9 new boat slips. Has some existing bulkhead, dock, and boat slips.

Contact Person Sandy McGee

Suncom # 860-4216 Fax # (904) 329-4315

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JUL - 7 1998

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX

Attachment "B"

WARRANTY DEED
INDIVID. TO INDIVID.

This Warranty Deed Made the 18TH day of MAY A. D. 1998 by CHARLIE H. McCRANEY AND MARJORIE D. KINNEY

hereinafter called the grantor, to

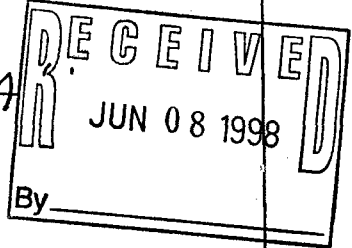
CHARLIE H. McCRANEY AND MARJORIE D. McCRANEY HUSBAND AND WIFE

whose postoffice address is

hereinafter called the grantee: P.O. Box 2258 BUNNELL, FLA. 32110

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10⁰⁰ and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in FLAGLER County, Florida, viz:



RECEIVED

SEE ATTACHED EXHIBIT 'A'

JUL - 7 1998

Tax ID #'s 25-12-28-0000-07030-0000
25-12-28-5600-00050-0010
36-12-28-0000-01040-0000

OFF REC 0615 PAGE 1269

DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT - JAX

Inst No: 49014528 Date: 05/19/1998
Doc Stamp-Deed : 0.70
BY: CHARLIE H. McCRANEY FLAGLER County
By: [Signature] D.C. Time: 15:02

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1998

40-035-0060A-ERP
ef

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signatures of witnesses]
Gerardo H. McAlight
STATE OF Florida
COUNTY OF Flagler

[Signatures of Charlie H. McCraney and Marjorie D. Kinney with notary seals]

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

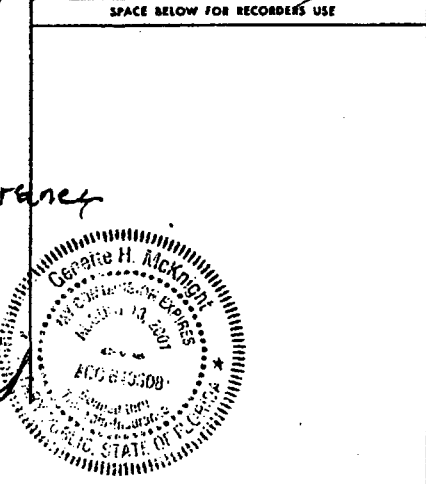
Charlie H. McCraney & Marjorie D. Kinney McCraney

to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of MAY A. D. 1998

Personally known to me

This Instrument prepared by: Charlie H. McCraney
Address: P.O. Box 2258 Bunnell, FL 32110



PARCEL A:

Being a part of Government Lot 7 of Section 25, Township 12 South, Range 28 East and also including all of Lot 9 and part of Lots 7, 8 and 10 of Block "R" of St. Johns Park Subdivision according to plat recorded in Plat Book 1 at Page 168 of the Public Records of St. Johns County, Florida, and being more particularly described as follows: Beginning at the Southeast corner of the said Section 25, as a point of reference and running thence South 88 degrees 20' West, along the South line of the said Section 25 (center line of State Road S-318), a distance of 2330.50 feet to the center line of Taft Street; thence South 88 degrees 47' West, along the South line of the said Section 25, a distance of 1589.03 feet; thence North 1 degree 13' West, a distance of 50.0 feet to the North right of way boundary of State Road S-318 and said point being the point of beginning of this description; thence South 88 degrees 47' West, along the said North right of way boundary, a distance of 309.06 feet; thence North 1 degree 13' West, along said right of way boundary, a distance of 15.0 feet; thence South 88 degrees 47' West, along said right of way boundary, a distance of 150.0 feet, thence South 1 degree 13' East, along said right of way boundary, a distance of 35.0 feet; thence South 88 degrees 47' West, along said right of way boundary, a distance of 143.94 feet to the mean high water line of Crescent Lake; thence Northerly, along the said mean high water line, a distance of approximately 175.0 feet to a point on the mean high water line which is 170.0 feet North of, when measured at right angle to the aforementioned North right of way boundary; thence North 88 degrees 47' East, a distance of approximately 650.0 feet to a point which is North 1 degree 13' West of and 150.0 feet distant from the point of beginning; thence South 1 degree 13' East, a distance of 150.0 feet to the point of beginning of this description.

PARCEL E

AND

Being a part of Government Lot 2 of Section 36, Township 12 South, Range 28 East, and more particularly described as follows: Beginning at the Northwest corner of the said Section 36, as a point of reference and running thence South 88 degrees 20' West, along the North line of the said Section 36 (Center line of State Road S-318), a distance of 2330.50 feet to the center line of Taft Street thence South 88 degrees 47' West, along the North line of the said Section 36, a distance of 2067.03 feet; thence South 1 degree 13' East, a distance of 30.0 feet to the South right of way boundary of State Road S-318 and said point being the point of beginning of this description, thence South 1 degree 13' East a distance of 125 feet, thence South 88 degrees 47' West a distance of 25 feet; thence North 1 degree 13' West a distance of 25 feet to the Southeast corner of the parcel of land described in Deed Book 54, at Page 425 of the Public Records of Flagler County, Florida; thence South 88 degrees 47' West along the Southerly boundary of said parcel of land a distance of 100 feet, more or less to the mean high water mark of Dead Lake; thence Southerly along the mean high water mark of Dead Lake a distance of 150 feet, more or less; thence North 88 degrees 47' West a distance of 565 feet, more or less, thence North 1 degree 13' West a distance of 250.00 feet to a point on the South right of way line of State Road S-318; thence South 88 degrees 47' West along the South right of way line of said State Road S-318 a distance of 271.59 feet thence South 1 degree 13' East a distance of 15 feet; thence South 88 degrees 47' West a distance of 150.00 feet; thence North 1 degree 13' West a distance of 35.00 feet; thence South 88 degrees 47' West a distance of 18.94 feet to the point of beginning.

Bearings are referred to the magnetic meridian with no variation offset.

PARCEL B:

A strip of land 100 feet wide on the South side of Dean Road and extending from lake shore Easterly 100 feet, being part of the natural park, lying West of and between the platted lots of St. Johns Park Townsite and the Lake and being in Section 36, Township 12 South, Range 28 East.

PARCEL C:

The East 12.53 Feet of Lot Ten (10), all of Lots Eleven (11), Twelve (12), Thirteen (13) and the West 37.47 feet of Lot Fourteen (14), all in Block R, St. Johns Park, per plat recorded in Plat Book 1, Page 168, in the Public Records of St. Johns County, Florida, being in Section 25, Township 12 South, Range 28 East in Flagler County, Florida.

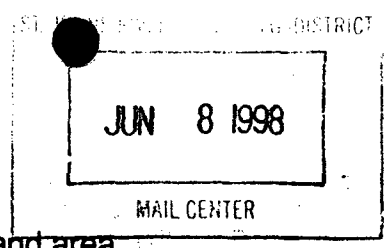
PARCEL D:

Being a part of Government Lot 2 of Section 36, Township 12 South, Range 28 East, and more particularly described as follows: As a Point of Reference commence at the northeast corner of said section 36; Thence S. 88 degrees 20'00" W. along the center line of (formerly) State Road 318, (now) County Road 2006, a distance of 2330.50 feet to the center line of Taft Street; Thence S. 88 degrees 47'43"W. along the center line of said County Road 2006 a distance of 2067.03 feet; Thence S. 01 degree 12'17"E. a distance of 30.00 feet to the Southerly right of way line of said County Road 2006, said point being the Point of Beginning of the following described lands: Thence continue S.01 degree 12'17"E. a distance of 125.00 feet; Thence S.88 degrees 47'43"W a distance of 25.00 feet; Thence N. 01 degree 12'17"W. a distance of 125.00 feet, to the southerly right-of-way of said County Road 2006, Thence N. 88 degrees 47'43"W along the southerly right of way line of County Road 2006 a distance of 25.00 feet to the POINT OF BEGINNING of this description.

Exhibit "A" Continuation

OFF
REC 0615 PAGE 1271

LOTS 1, 2, 3 and 7 through 13 and LOTS 22 and
23, BLOCK "S", ST. JOHNS PARK SUBDIVISION, as
per plat recorded in Plat Book 1, Page 168, of
the Public Records of St. Johns County,
Florida, EXCEPT Road Right of Way



f-40 ac

2. For a system serving a project with a total land area < 40 acres and > 1 acre, with the following additional activities:

- a. 3 - 9 new boat slips \$700.00
- b. 1 - 2 new boat slips \$600.00
- c. Construction or alteration (other than new boat slips) in, on or over a total area of wetlands or other surface waters < 1 acre and > 0 acres \$600.00

3. For a system serving a project with a total land area ≤ 1 acre, with the following additional activities:

< 1 acre

- a. 3 - 9 new boat slips \$600.00
- b. 1 - 2 new boat slips \$300.00
- c. Construction or alteration (other than new boat slips) in, on or over a total area of wetlands or other surface waters < 1 acre and > 0 acres \$500.00

C. Environmental Resource Permit for a system serving a project with a total land area < 40 acres and involving no construction or alteration in, on or over wetlands or other surface waters \$300.00

D. For a Noticed General Permit \$100.00

E. ~~Modifications:~~

- 1. For major modifications of Individual and Conceptual Approval Permits (no increase in project area) \$700.00
- 2. For major modifications of Individual and Conceptual Approval Permits (with an increase in project area) \$2,000.00
- 3. For major modifications of Individual and Conceptual Approval Permits for solid waste facilities \$4,000.00
- 4. For major modifications of Standard General Permits 50% of original application fee
- 5. For minor modifications of Individual and Conceptual

involving construction or alteration (other than new boat slips) in, on or over wetlands or other surface waters, with the following number of new slips:

- a. 50 or more \$6,500.00
- b. 30 - 49 \$5,500.00
- c. 10 - 29 \$4,000.00

4. For a system involving 10 or more new boat slips and capable of impounding < 40 acre feet, serving a total land area < 40 acres, providing for the placement of < 12 acres of impervious surface, and not involving construction or alteration (other than new boat slips) in, on or over wetlands or other surface waters, with the following number of new slips:

- a. 50 or more \$4,000.00
- b. 30 - 49 \$3,000.00
- c. 10 - 29 \$1,500.00

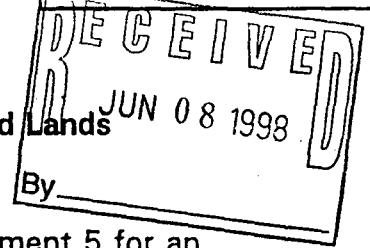
5. For a system involving a new solid waste facility \$7,500.00

6. For a system involving an existing solid waste facility \$8,500.00

~~B.~~ Standard General Permits (those systems below the thresholds listed in Paragraph A, above):

1. For a system serving a project with a total land area < 100 acres and ≥ 40 acres, with the following additional activities:

- a. Both the construction of 1 - 9 new boat slips and the construction or alteration (other than new boat slips) in, on or over a total area of wetlands or other surface waters < 1 acre and > 0 acres \$1,500.00
- b. Either the construction of 1 - 9 new boat slips or the construction or alteration (other than new boat slips) in, on or over a total area of wetlands or other surface waters < 1 acre and > 0 acres \$1,000.00
- c. No construction or alteration in, on or over wetlands or other surface waters \$700.00



SECTION G

Application for Authorization to use Sovereign Submerged Lands

Part I: Sovereign Submerged Lands title information (see Attachment 5 for an explanation). Please read and answer the applicable questions listed below:

- A. I have a sovereign submerged lands title determination from the Division of State Lands which indicates that the proposed project is NOT ON sovereign submerged lands (Please attach a copy of the title determination to the application). Yes No
- If you answered Yes to Question A and you have attached a copy of the Division of State Lands Title Determination to this application, you do not have to answer any other questions under Part I or II of Section G.
- B. I have a sovereign submerged lands title determination from the Division of State Lands which indicates that the proposed project is ON sovereign submerged lands (Please attach a copy of the title determination to the application). Yes No
- If you answered yes to question B please provide the information requested in Part II. Your application will be deemed incomplete until the requested information is submitted.
- C. I am not sure if the proposed project is on sovereign submerged lands (please check here).
- If you have checked this box department staff will request that the Division of State Lands conduct a title determination. If the title determination indicates that the proposed project or portions of the project are located on sovereign submerged lands you will be required to submit the information requested in Part II of this application. The application will be deemed incomplete until the requested information is submitted.
- D. I am not sure if the proposed project is on sovereign submerged lands and I DO NOT WISH to contest the Department's findings (please check here).
- If you have checked this box refer to Part II of this application and provide the requested information. The application will be deemed incomplete until the requested information is submitted.

- E. It is my position that the proposed project is NOT on sovereign submerged lands (please check here).
- If you have evidence that indicates that the proposed project is not on sovereign submerged lands please attach the documentation to the application. If the Division of State Lands title determination indicates that your proposed project or portion of your proposed project are on sovereign submerged lands you will be required to provide the information requested in Part II of this application.
- F. If you wish to contest the findings of the title determination conducted by the Division of State Lands please contact the Department of Environmental Protection's Office of General Counsel. Your proposed project will be deemed incomplete until either the information requested in Part II is submitted or a legal ruling indicates that the proposed project is not on sovereign submerged lands.

Part II: If you were referred to this section by Part I, please provide this additional information. Please note that if your proposed project is on sovereign submerged lands and the below requested information is not provided, your application will be considered incomplete.

- A. Provide evidence of title to the subject riparian upland property in the form of a recorded deed, title insurance, legal opinion of title, or a long-term lease which specifically includes riparian rights. Evidence submitted must demonstrate that the applicant has sufficient title interest in the riparian upland property.
- B. Provide a detailed statement describing the existing and proposed upland uses and activities. For commercial uses, indicate the specific type of activity, such as marina, ship repair, dry storage (including the number of storage spaces), commercial fishing/ seafood processing, fish camp, hotel, motel resort restaurant, office complex, manufacturing operation, etc.

For rental operations, such as trailer or recreational vehicle parks and apartment complexes, indicate the number of wet slip units/spaces available for rent or lease and describe operational details (e.g., are spaces rented on a month-to-month basis or through annual leases).

300 (1)
T ENVIRONMENTAL
ITY APPLIC

FORM #: 62-243,900 (1)
FORM TITLE: JOINT ENVIRONMENTAL
RESOURCE PERMIT APPLICATION
DATE: October 3, 1995

For multi-family residential developments, such as condominiums, townhomes, or subdivisions, provide the number of living units/ lots and indicate whether or not the common property (including the riparian upland property) is or will be under the control of a homeowners association.

For projects sponsored by a local government, indicate whether or not the facilities will be open to the general public. Provide a breakdown of any fees that will be assessed, and indicate whether or not such fees will generate revenue or will simply cover costs associated with maintaining the facilities.

- C. Provide a detailed statement describing the existing and proposed activities located on or over the sovereign submerged lands at the project site. This statement must include a description of docks and piers, types of vessels (e.g., commercial fishing, liveboards, cruise ships, tour boats), length and draft of vessels, sewage pumpout facilities, fueling facilities, boat hoists, boat ramps, travel lifts, railways, and any other structures or activities existing or proposed to be located waterward of the mean/ordinary high water line.

If slips are existing and/or proposed, please indicate the number of powerboat slips and sailboat slips and the percentage of those slips available to the general public on a "first come, first served" basis. This statement must include a description of channels, borrow sites, bridges, groins, jetties, pipelines or other utility crossings, and any other structures or activities existing or proposed to be located waterward of the mean/ordinary high water line. For shoreline stabilization activities, this statement must include a description of seawalls, bulkheads, riprap, filling activities, and any other structures or activities existing or proposed to be located along the shoreline.

276'

- D. Provide the linear footage of shoreline at the mean/ordinary high water line owned by the applicant which borders sovereign submerged lands.
- E. Provide a recent aerial photo of the area. A scale of 1" = 200' is preferred. Photos are generally available at minimal cost from your local government property appraiser's office or from district Department of Transportation offices. Indicate on the photo the specific location of your property/ project site.

PROPRIETARY PROJECT DESCRIPTIONS

Please check the most applicable activity which applies to your project(s):

Leases

- Commercial marinas (renting wet slips) including condos, etc., if 50% or more of their wet slips are available to the general public
- Public/Local governments
- Yacht Clubs/Country Clubs (when a membership is required)
- Multi-family/but upland revenue generating (housing developments, trailer parks, apartments)
- Condominiums (requires upland ownership)
- Commercial Uplands Activity (temporary docking and/or fishing pier associated with upland revenue generating activities, i.e., restaurants, hotels, motels) for use of the customer at no charge
- Miscellaneous Commercial Upland Enterprises where there is a charge associated with the use of the overwater structure (Charter Boats, Tour Boats, Fishing Piers)
- Ship Building/Boat Repair Service Facilities
- Commercial Fishing Related (Offloading, Seafood Processing)
- Private Single-family Residential Docking Facilities; Townhome Docking Facilities; Subdivision Docking Facilities (upland lots privately owned)

Public Easements & Use Agreements

- Miscellaneous Public Easements and Use Agreements
- Bridge Right-of-way (DOT, local government)
- Breakwater or Groin
- Subaqueous Utility Cable (TV, telephone, electrical)
- Subaqueous Outfall or Intake
- Subaqueous Utility Water/Sewer
- Overhead Utility w/Support Structure on Sovereign Submerged Lands
- Disposal Site for Dredged Material
- Pipeline (gas)
- Borrow Site

Private Easements

- Miscellaneous Private Easements
- Bridge Right-of-way
- Breakwater or Groin
- Subaqueous Utility Cable (TV, telephone, electrical)
- Subaqueous Outfall or Intake
- Subaqueous Utility Water/Sewer
- Overhead Utility Crossing
- Disposal Site for Dredged Material
- Pipeline (gas)

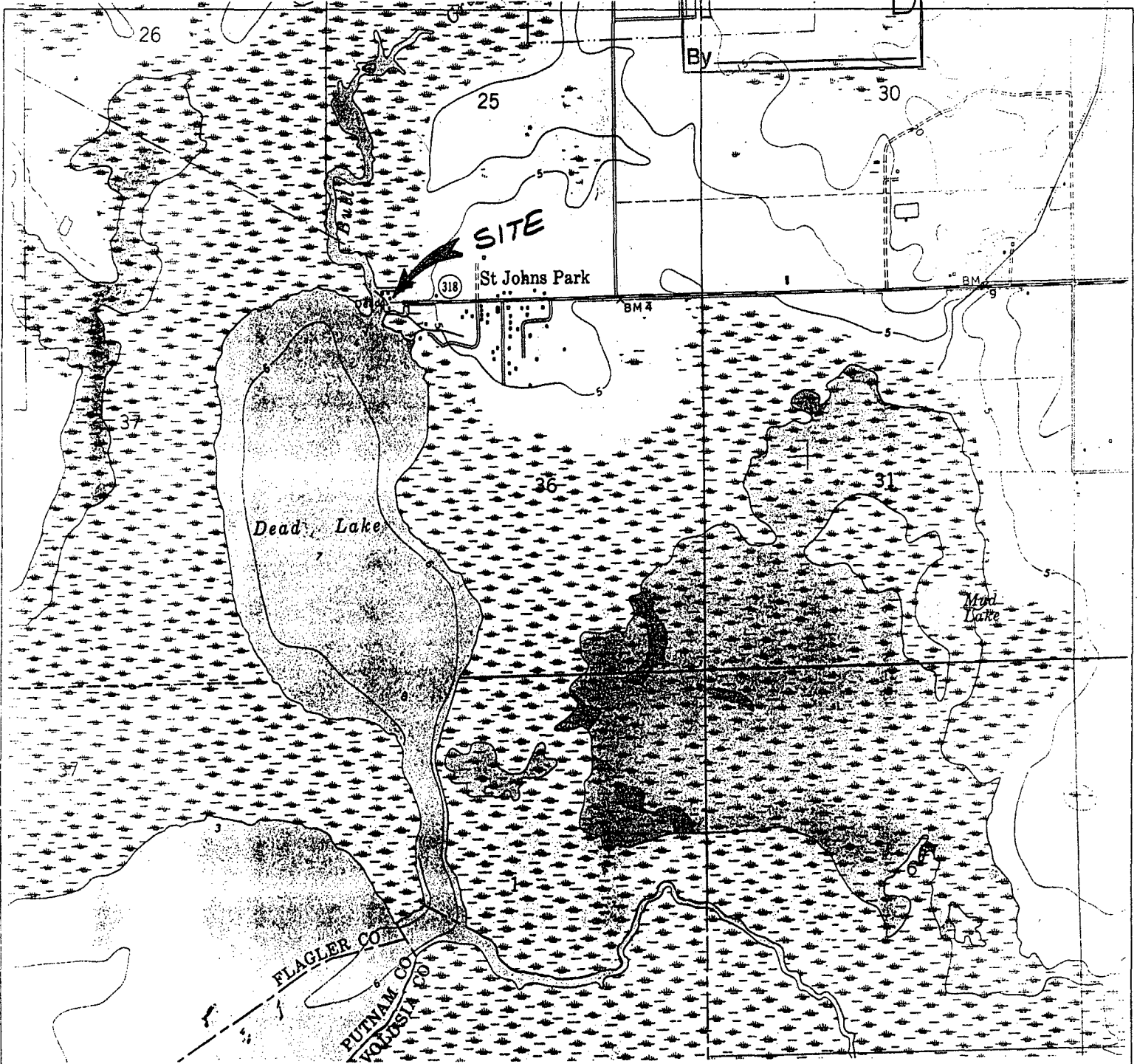
Consents of Use

- Aerial Utility Crossing w/no support structures on sovereign submerged lands
- Private Dock
- Public Dock
- Multi-family Dock
- Fishing Pier (Private or Multi-family)
- Private Boat Ramp
- Sea Wall
- Dredge
- Maintenance Dredge
- Navigation Aids/Markers
- Artificial Reef
- Riprap
- Public Boat Ramp
- Public Fishing Pier
- Repair/Replace Existing Public Fishing Pier
- Repair/Replace Existing Private Dock
- Repair/Replace Existing Public Dock
- Repair/Replace Existing Multi-family dock
- Repair/Replace Existing Fishing Pier (Private or Multi-family)
- Repair/Replace Existing Private Boat Ramp
- Repair/Replace Existing Sea Wall, Revetments or Bulkheads
- Repair/Replace/Modify structures/activities within an existing lease, easement, management agreement or use agreement area or repair/replace existing grandfathered structures
- Repair/Replace Existing Public Boat Ramp

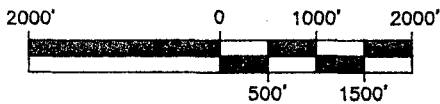
Miscellaneous

- Biscayne Bay Letters of Consistency/Inconsistency w/258.397, F.S.
- Management Agreements - Submerged Lands
- Reclamation
- Purchase of Filled, Formerly Submerged Lands
- Purchase of Reclaimed Lake Bottoms
- Treasure Salvage
- Insect Control Structures/Swales
- Miscellaneous projects which do not fall within the activity codes listed above

RECEIVED
 JUN 08 1998
 By _____



VACINITY MAP



APPLICANT: BULL CREEK FISH CAMP (904) 437-4809

OWNER: CHARLIE McCRAANEY #3861 C.R. #2006

P.O. BOX 2258, BUNNELL FL. 32110

WATER BODY: DEAD LAKE / BULL CREEK

TYPE OF WORK

NEW MAINTENANCE

COUNTY: FLAGLER

DRAWN BY: L. STEPHENS

DATE: MAY 10, 1998

SCALE: 1"=2000'

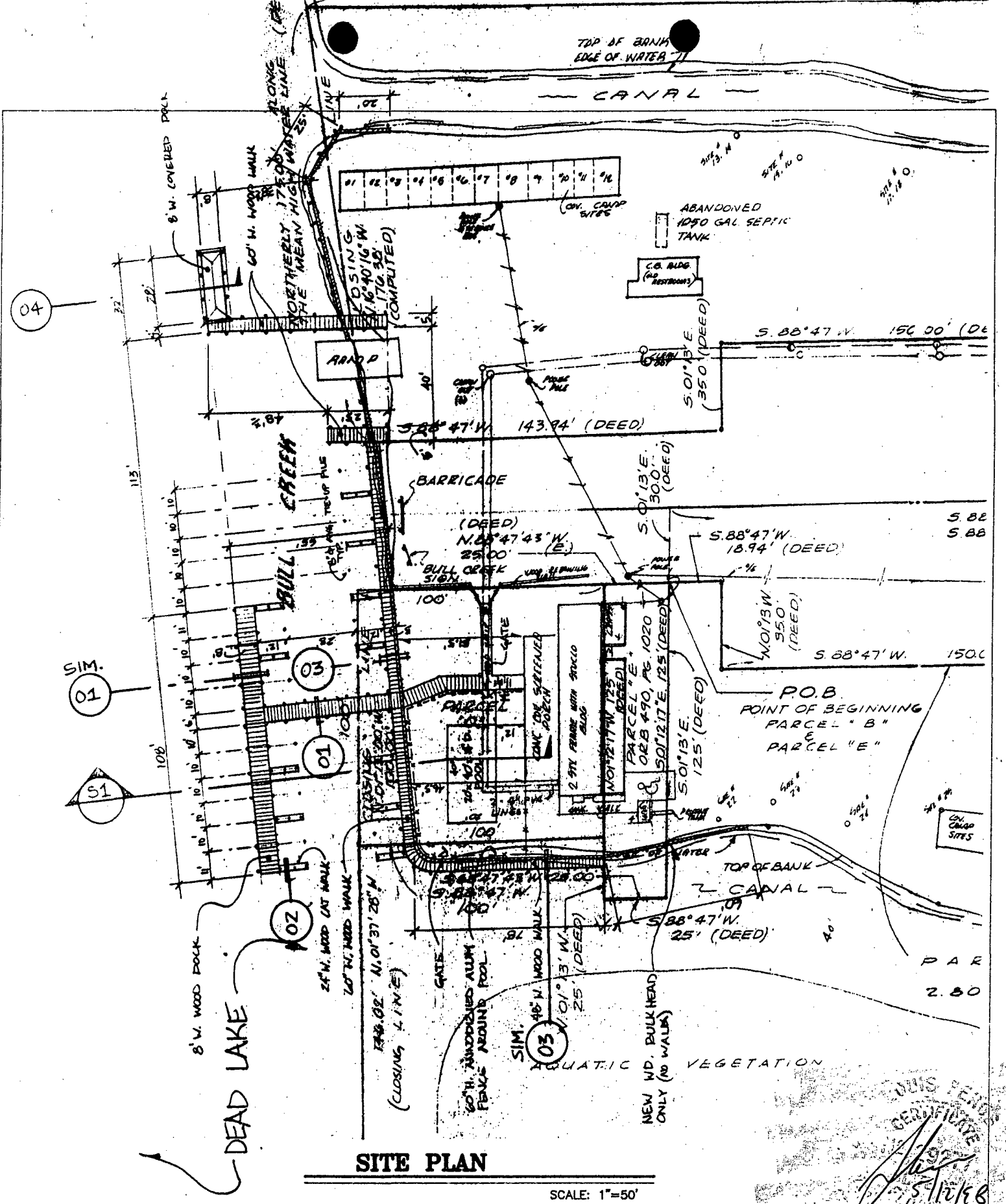
SHEET NO. 1 OF 7

GENERAL NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS ELEVATIONS AND EXISTING SITE CONDITIONS PRIOR TO PLACEMENT OF MATERIALS.
2. IF EXISTING CONDITIONS DIFFER FROM THOSE INDICATED ON THE PLANS, IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER FOR DESIGN MODIFICATIONS BEFORE CONTINUING WITH CONSTRUCTION.
3. ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER A.I.T.C. AND T.P.I. AND NATIONAL DESIGN SPECIFICATIONS FOR WOOD FRAMING
4. ALL WOOD STRUCTURAL MEMBERS SHALL BE CONTROL STRESS GRADE LUMBER HAVING A FIBER STRESS OF AT LEAST 1200 PSI.
5. ALL DECKING TO BE S.Y.P., 2x6 DECKING TREATED TO CCA .60#
6. ALL JOISTS AND STRINGERS TO BE S.Y.P. #2 2x10 (TYP.) TREATED TO CCA 2.5# WITH ANCHORS AT BEARING LOCATIONS. PROVIDE FULL LENGTH MATERIAL TO AVOID CUTS AND SPLICING.
7. ALL PILES TO BE 6" MIN. DIA. WITH AN 8' MIN. EMBEDMENT AND IN ACCORDANCE WITH ASTM D25-79. PILES TO BE SOUTHERN YELLOW PINE (S.Y.P.) TREATED TO CCA 2.5#
8. ALL WOOD TO BE PRESSURE TREATED IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION STANDARD C-2. THE PRESERVATIVE SHOULD BE A WATER BORNE PRESERVATIVE SUCH AS TYPE B OR C OR EQUAL AS COVERED IN FEDERAL SPECIFICATIONS TT-W-535 AND AWWA STANDARDS P5, C2, AND C-14.
9. ALL BOLTS AND OTHER HARDWARE SHALL BE HOT DIPPED GALV. SUITABLE FOR MARINE APPLICATION. ALL EXPOSED GALV. HARDWARE TO BE COATED WITH BITUMASTIC.
10. ALL NAILS TO BE HOT DIPPED GALV. 16d (16 PENNY) AND DRIVEN IN PRE DRILLED 1/8" DIA. ROUND HOLES.
11. ALL CONNECTION TO PILES TO BE BOLTED.
12. NO CUT-OFFS OF EXPOSED HARDWARE ARE ALLOWED.
13. ALL PILES TO BE INSTALLED WITH BUTT END DOWN. ANY CUT-OFF SHALL BE MADE AT THE TIP END (SMALL END).
14. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER SO AS TO PROTECT ANY EXISTING DUNE GROWTH. ANY DAMAGE TO DUNE OR DUNE GROWTH CAUSED BY THE CONTRACTOR SHALL BE REPAIRED AND RESTORED TO ITS ORIGINAL CONDITION.
15. THE CROSS SLOPE OF THE RAMP SHALL NOT EXCEED 1:50.
16. IN NO CASE SHALL THERE BE ANY CHANGE IN LEVEL GREATER THE 1/2" ALONG THE ACCESSIBLE ROUTE.
17. CHANGES IN LEVEL BETWEEN 1/4" & 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2.

L. STEPHENS
 5/17/98
 20009

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 2 OF 7 |



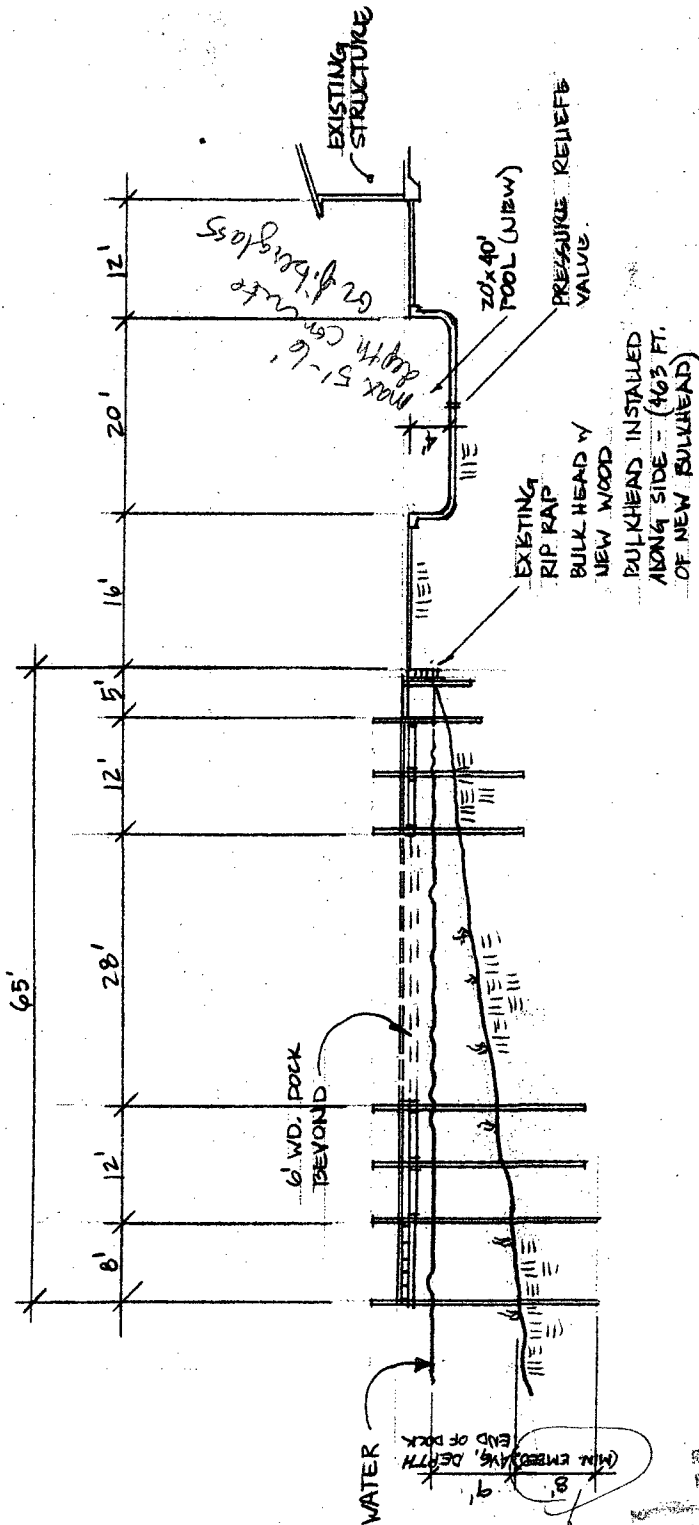
SITE PLAN

SCALE: 1"=50'

APPLICANT: BULL CREEK FISH CAMP (904) 437-4809
 OWNER: CHARLIE McCRANEY #3861 C.R. #2006
 P.O. BOX 2258, BUNNELL FL. 32110
 WATER BODY: DEAD LAKE / BULL CREEK

TYPE OF WORK
 NEW MAINTENANCE
 COUNTY: FLAGLER

DRAWN BY: L. STEPHENS
 DATE: MAY 10, 1998
 SCALE: 1"=50'
 SHEET NO. 3 OF 7



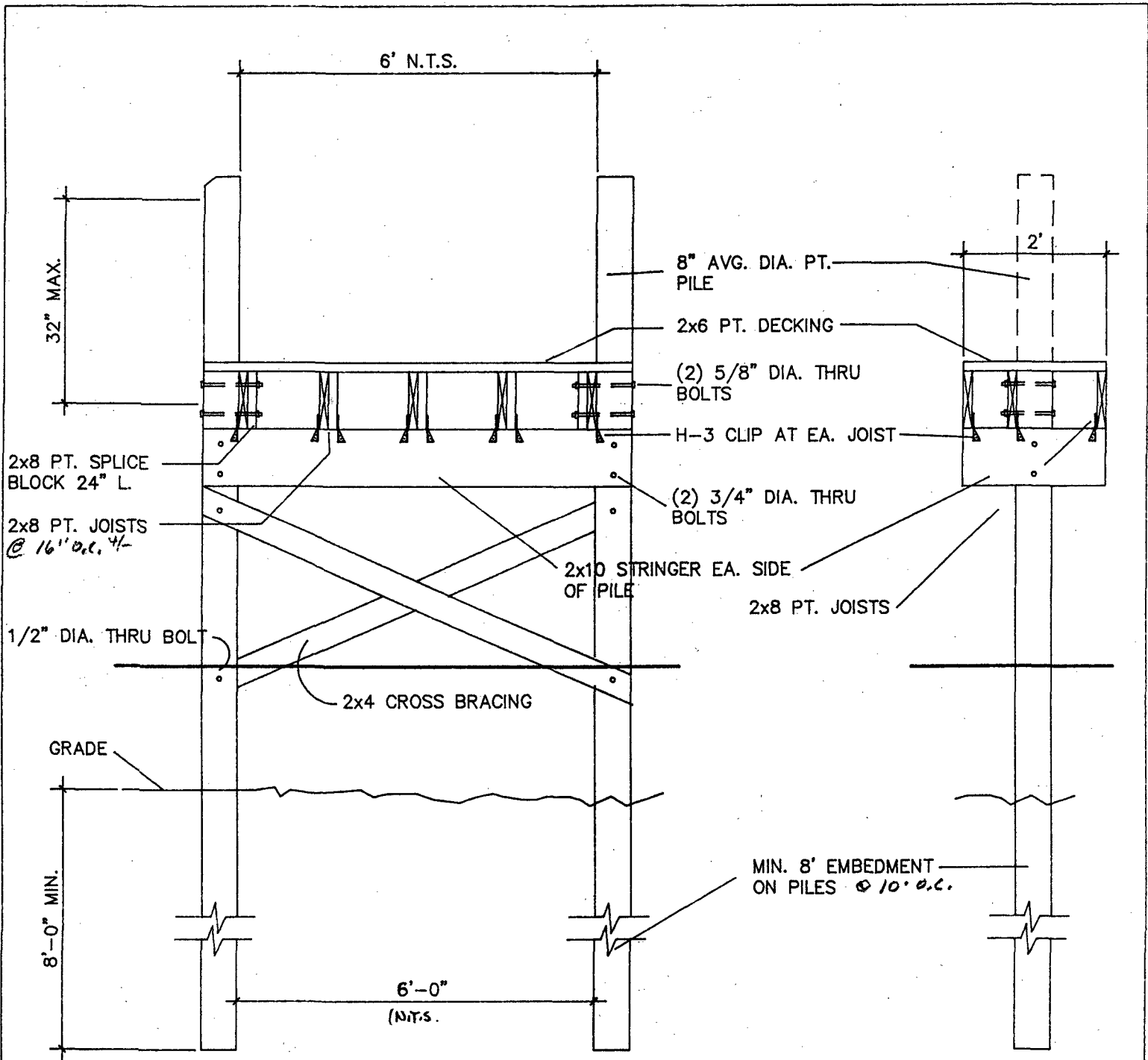
SITE SECTION

SCALE: 1" = 20'

51

Stephens
5/12/98

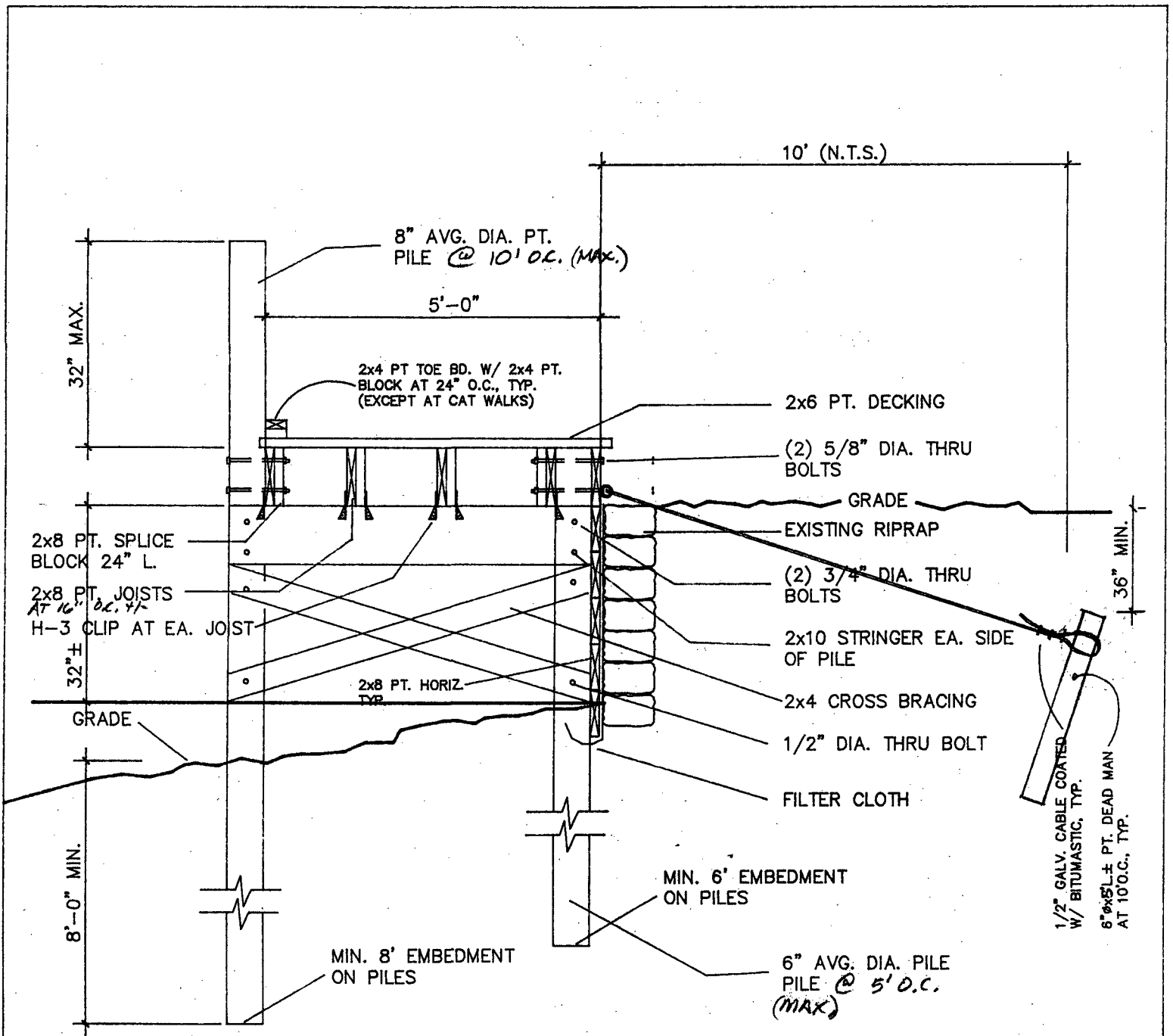
| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: 1/2" = 1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 4 OF 7 |



01 TYP. RAMP SECTION
SCALE: 1/2"=1'-0"

02 TYP. CAT WALK
SCALE: 1/2"=1'-0"

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRAVEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL, FL. 32110 | COUNTY: FLAGLER | SCALE: 1/2"=1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 5 OF 7 |



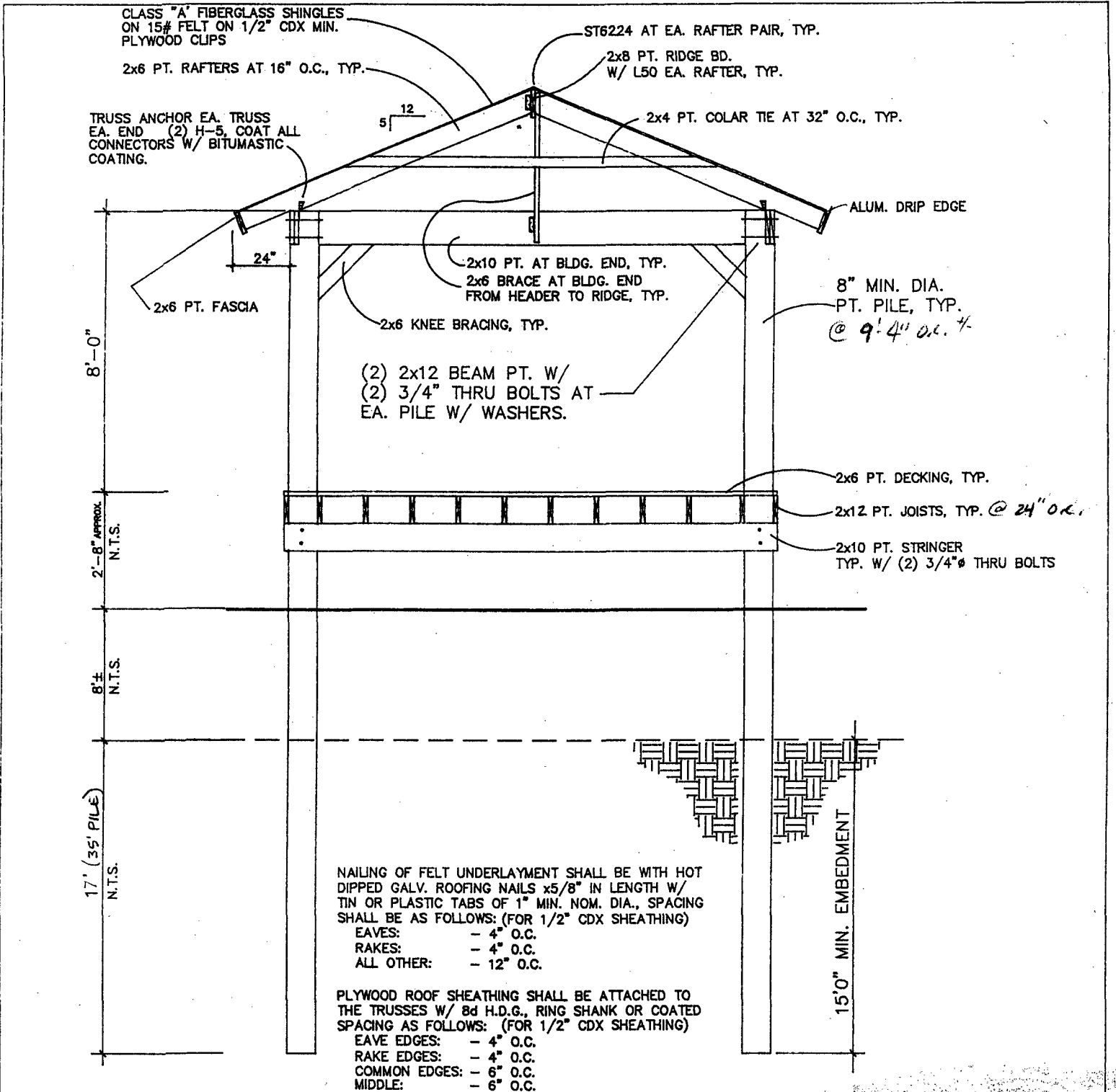
03

TYP. BULK HEAD & PERIMETER BOARDWALK

SCALE: 1/2" = 1'-0"

LOUIS PEROS
 REGISTERED
 PROFESSIONAL ENGINEER
 5/12/98
 FLORIDA

| | | |
|--|---|----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DRAWN BY: L STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | COUNTY: FLAGLER | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | | SCALE: 1/2" = 1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 6 OF 7 |



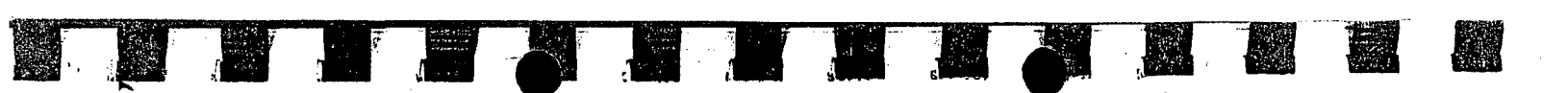
SECTION AT COVERED DOCK

04

SCALE: 1/4" = 1'-0"

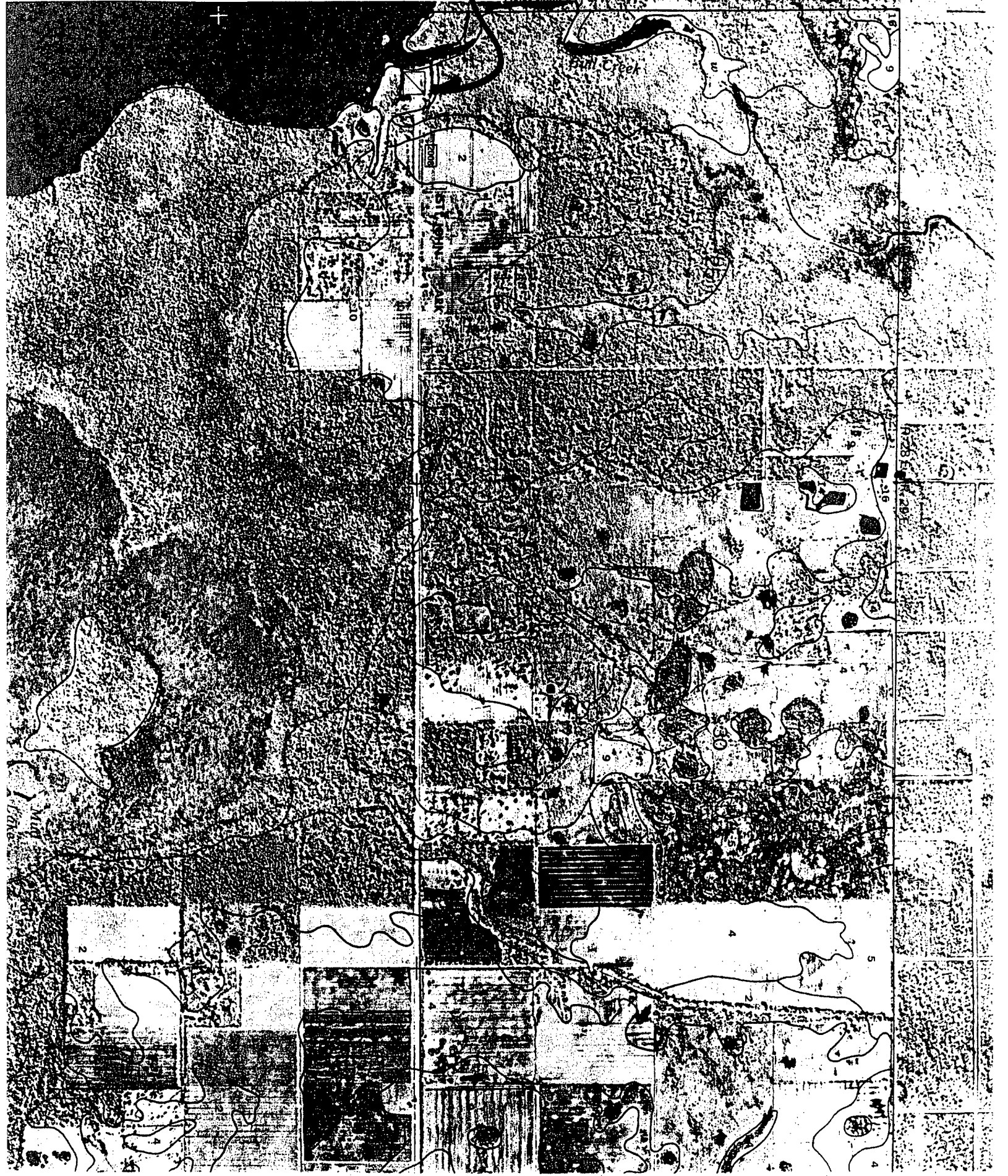
SEAL
 5/11/98
 498

| | | |
|--|---|-----------------------|
| APPLICANT: BULL CREEK FISH CAMP (904) 437-4809 | TYPE OF WORK | DRAWN BY: L. STEPHENS |
| OWNER: CHARLIE McCRANEY #3861 C.R. #2006 | NEW <input checked="" type="checkbox"/> MAINTENANCE <input checked="" type="checkbox"/> | DATE: MAY 10, 1998 |
| P.O. BOX 2258, BUNNELL FL. 32110 | COUNTY: FLAGLER | SCALE: 1/4" = 1'-0" |
| WATER BODY: DEAD LAKE / BULL CREEK | | SHEET NO. 7 OF 7 |



Scale 1:15 840

SITE
(Sheet 4)



FLAGLER COUNTY, FLORIDA
Soil Survey Legend

| | | | |
|----|---|----|---|
| 2 | Riviera fine sand | 22 | Astatula fine sand, 0 to 8 percent slopes |
| 3 | Samsula and Hontoon Soils, depressional | 23 | Adamsville fine sand, 0 to 3 percent slopes |
| 4 | Wabasso fine sand* | 24 | Samsula and Placid soils, frequently flooded |
| 5 | Pineda-Wabasso complex | 25 | Tavares fine sand, 0 to 5 percent slopes |
| 6 | Favoretta clay | 26 | Turnbull and Pellicer Soils, tidal |
| 7 | Favoretta, Chobee, and Winder soils, frequently flooded | 27 | Cassia fine sand |
| 8 | Hicoria, Riviera, and Gator Soils, depressional | 29 | Udarents, moderately wet |
| 9 | EauGallie fine sand | 30 | Pits |
| 10 | Winder fine sand | 31 | Palm Beach gravelly sand, 0 to 8 percent slopes |
| 11 | Myakka fine sand | 32 | Narcoosee, shell substratum-Welaka complex, 0 to 5 percent slopes |
| 12 | Placid, Basinger, and St. Johns soils, depressional | 33 | Beaches |
| 13 | Immokalee fine sand | 34 | Cocoa-Bulow complex, 0 to 5 percent slopes |
| 14 | Pineda fine sand | 35 | Quartzipsamments, dredged |
| 15 | Pomello fine sand, 0 to 5 percent slopes | 36 | Bimini sand |
| 16 | Malabar fine sand | 37 | Tuscawilla fine sand |
| 17 | Holopaw fine sand | 38 | Paola fine sand, 0 to 8 percent slopes |
| 18 | Valkaria-Smyrna complex | 39 | Udarents, smoothed |
| 19 | Valkaria fine sand | 40 | Pomona fine sand |
| 20 | Orsino fine sand, 0 to 5 percent slopes | 41 | Terra Ceia muck, frequently flooded |
| 21 | Smyrna fine sand | | |

Table 5: SHORELINE STABILIZATION IF YOU ARE CONSTRUCTING A SHORELINE STABILIZATION PROJECT, PLEASE PROVIDE THE FOLLOWING:

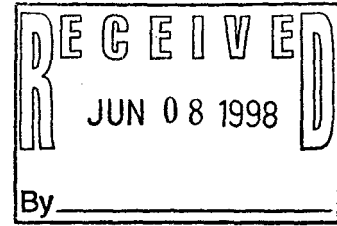
| Stabilization | Linear Ft. New | Linear Ft. Replaced | Linear Ft. Repaired | Linear Ft. Removed | Slope H: V: | Toe Width (Ft.) |
|--|-------------------|------------------------|------------------------|-----------------------|-------------------|--------------------|
| Vertical Seawall | 463 ft | 48 ft | | | | |
| Seawall + Rip Rap | | | | | | |
| Rip Rap | | | | | | |
| Rip Rap + Vegetation | | | | | | |
| Other Shoreline Stabilization Type _____ | | | | | | |

Size of Rip Rap _____

(32" H. vert. wood bulkhead NO NEW RIP RAP USED)

Type of Rip Rap _____

"MCCRANEY BUILDERS"
P.O. BOX 2258
BUNNELL, FLA; 32110
(904) 437-4809



COUNSTRUCTION SCHEDULE

1. Perimeter bulk head to be installed first.
 - a. 2x8's vertical to be hammer driven into place first, all work to bulkhead will be done from top of bank. Not in the water.
2. Dock and bulkhead pilings to be installed next by hammer powered crane located on land if possible.
 - a. Removal of old dock and pilings to be done at this time
 - b. Dock beams and decking to be installed working from the bank out.
3. Pool will be installed last.
 - a. Because of pool depth, (not to exceed 5') I hope, no dewatering will be necessary. *20x40' POOL w/2016 S&T COOL DECK.*
4. Stephenson Surveying will do an as-built survey of the project.

Note:

- a. All floating turbidity control to be in place as necessary.
- b. All materials equipment and supplies to come landward from county road 2006.

Charles M. Craney
OWNER/CONTRACTOR

**LARGE NUMBER
OF MAPS
SCANNED
SEPARATELY**

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

SUBJECT: Consideration of Award for Request for Proposal 2024-CLINIC to Medical Risk Solutions, LLC for the Operation and Management of the Onsite Health and Wellness Center for Employees of Flagler County with an Estimated Cost of \$1,027,216 for Fiscal Year 2024-2025.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: A Request for Proposal (RFP) was publicly broadcasted to potential Onsite Clinic providers via the County's Benefits Consultant, The Bailey Group and through DemandStar. RFP 2024-CLINIC requested proposals from qualified firms to operate and manage the onsite health and wellness center, providing health care professionals that are patient focused, quality driven and cost effective. The Flagler County onsite health and wellness center has been in operation since October 2010 and has been managed by Medical Risk Solutions, LLC (also known as MyHealthOnsite) since they took over the contract from CareHere in June 2018. During this time, MyHealthOnsite has continually proved to be a great value to the County and its employees.

On June 27, 2024, the County received three (3) responses to the RFP. The responses were reviewed and scored by six (6) representatives from all constitutions in a public meeting held on August 1, 2024. The scoring criteria included: Cost, Project Approach, Schedule and Availability, Company/Proposer Professional and Financial Qualifications, Related Work Experience/References, Financial Resources, Financial Stability/Financial Report and Advertising and Marketing Plan. After adding the individual scores, the committee chose Medical Risk Solutions, LLC.

STRATEGIC PLAN: Focus Area: Effective Government

- Goal 1- Maintain Financial Stability

FUNDING INFORMATION: Funding in the amount of \$1,027,216 is budgeted in the upcoming FY 2024-2025 for this contract. The clinic costs include a program fee of \$23 per month for each eligible employee and retiree plus a pass-through cost for the medical staff arrangement, hours, supplies and services. These pass-through costs are reviewed and budgeted annually and updated based on estimated needs.

DEPARTMENT CONTACT: Anita Stoker, Benefits & Wellness Manager 386-313-4034

RECOMMENDATIONS: Request the Board approve award for Request for Proposal 2024-CLINIC to Medical Risk Solutions, LLC for the operation and management of the onsite health and wellness center for employees of Flagler County with an estimated cost of \$1,027,216 for Fiscal Year 2024-2025 and authorize the Chair to execute the contract as approved by the County Attorney in form and approved by the County Administrator.

ATTACHMENTS:

1. MyHealthOnsite Contract
2. Health Clinic RFP Scoring

Health Care Medical Services Agreement

This Health Care Medical Services Agreement (this “Agreement”) is made and entered into to be effective as of this 20th day of August 2024, by and between **Flagler County Board of County Commissioners**, at 1769 E. Moody Blvd., Bldg. 2, Bunnell, Florida 32110 (“Client”) and **Medical Risk Solutions, LLC** (“MRS”), a Florida limited liability company, with principal offices at 2710 Rew Circle, Suite 200, Ocoee, FL 34761. Client and MRS are jointly referred to herein as the “Parties.”

Recitals:

A. MRS and its affiliates provide comprehensive employee health, occupational health and wellness programs and services to employers for eligible employees, retirees and dependents through health centers located at facilities provided by its client employers; and

B. The Client desires to offer to its authorized, eligible employees and retirees, and their respective dependents, the benefits of a dedicated on or near-site health facility while enjoying anticipated savings in the cost of insurance and other Client expenses for the benefit of taxpayers within Flagler County, Florida; and

C. The Client desires to contract with MRS and MRS desire to contract with the Client, as described in this Agreement, for MRS to furnish medical professionals and medical assistants as agreed-upon medical staff and equipment to provide certain onsite medical services to the authorized, eligible employees and retirees of the Client, and their respective dependents, on the terms and subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.01 “Medical Professional” means a person duly trained, licensed and authorized in the state of Florida as a Physician, Advanced Registered Nurse Practitioner (“ARNP”), Licensed Physician’s Assistant (“PA”), Licensed Registered Nurse (“RN”), Licensed Practical Nurse (“LPN”), Licensed Radiologic Technologist (“Rad Tech”), Registered Dietitian or other professionally licensed medical staff.

1.02 “Medical Assistant” means a person who is a medical assistant (MA), phlebotomist or other staff who is trained and authorized in the state of Florida to perform health, wellness and medical-related activities within the Health Facility.

1.03 “Health Care Services” means the health care/medical-related services that MRS has agreed to provide to the Client as described in Exhibit “A,” which is attached hereto and incorporated herein by this reference. The Client and MRS may, at any time and from time to time, amend or supplement Exhibit “A” by written agreement, signed by both parties.

1.04 “Health Facility” means the site(s) selected which may or may not be provided by the Client and approved by MRS for the delivery of the Health Care Services pursuant to this Agreement.

1.05 “Participant” means an eligible employee, retiree or COBRA participant (except in special terminated cases) identified by the Client and their respective dependents who are eight (8) years of age or older (and age-acceptable to Medical Professional) and are determined to be eligible by Client. Other employees of Client may receive other Health Care and/or Occupational Health Services at an additional cost to be paid by Client, if Client and MRS agree in writing.

1.06 “Employee Benefit Plans” means the programs and services provided under this Agreement which are not designed nor intended to be provided under any Client employee benefit plan or insurance program. Accordingly, MRS, nor any of the third-party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services. In the event the programs and services become part of a Client employee benefit plan or program, MRS, and each of the third-party contractors it may engage, shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

ARTICLE II DUTIES OF MRS

2.01 Provision of Medical Professional(s). MRS shall furnish adequate staffing of Medical Professionals, together with Medical Assistants, as appropriate, to provide the Medical Services at the Health Facility to the Participants of the Client. Physicians and mid-level Providers shall be employees of MRS to provide Medical Services through MRS and MRS shall be solely responsible for the operation of the Health Facility and the Health Care services. In the event MRS is unable to furnish particular persons as the Medical Professionals and/or Medical Assistants, MRS may at any time and from time to time out of operational necessity, change any given Medical Professional and/or Medical Assistant provided to Client under this Agreement. Client, or its designee, shall have the opportunity to meet with recommended final Provider candidates, except in situations where temporary staff are utilized to meet an immediate PRN need (i.e. emergency, illness, vacations, etc.), identified by MRS. Client may request MRS to consider the replacement of a Medical Professional provider upon written notice for agreed-upon reasonable cause, subject to the contractual obligations between said Medical Professional providers and MRS.

2.02 Standards of Medical Professional Performance. MRS shall arrange to contract with each Physician/Provider such that the Physician/Provider is obligated to perform or deliver the following services, supported by other Medical Professionals and Medical Assistants working under the Physician's medical review:

(a) The Medical Professional(s) shall provide the Health Care/Medical Services in accordance with this Agreement to the extent such services are required to be provided by licensed Physicians, Pharmacists, Nurse Practitioners, Physician's Assistants, Registered or Licensed Practical Nurses or other licensed medical support professionals.

(b) The Medical Professional(s) shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Medical Professionals and shall at all times oversee the Medical Staff in a manner consistent with applicable medical practice and standards.

(c) The Medical Professional(s) shall provide the Health Care/Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner that meets or exceeds prevailing standards for Health Care/Medical Services provided in the community in which the Health Facility is located.

(d) The Medical Professionals shall maintain, during the term of this Agreement, appropriate and applicable credentials including without limitation:

- (1) A duly issued and active license to practice medicine and prescribe medications as a provider in the State of Florida;
- (2) A good standing with his or her profession and state licensing authority;
- (3) The absence of any license restriction, revocation, or suspension;
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, MRS shall promptly remove that Medical Professional from service at the Health Center and replace such Medical Professional with another Medical Professional that meets the requirements of Section 2.02 (d).

(f) MRS shall require that any Medical Professional or Medical Assistant complies with Section 2.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 2.08 with respect to medical students, interns and/or residents. MRS shall require the Medical Professional(s) to notify MRS immediately in the event the Medical Professional(s) learns of the possibility that any of the events specified in Section 2.02(e) may occur with respect to the Medical

Professional(s) or Medical Assistant and MRS shall immediately notify the Client of such notification.

2.03 Scheduling of Services. MRS shall be solely responsible for the scheduling of the Medical Professional(s) and Medical Assistant(s) to provide the Health Care Services at the Health Facility during agreed and stated operating hours.

2.04 Noncompliance by the Medical Professional Provider. In the event that Client becomes aware of any failure by the Medical Professional Provider to comply with the obligations of the Medical Professional(s) which are contemplated by this Agreement, Client shall provide written or electronic notice to MRS of such failure, which notice shall describe the failure in reasonable detail, and MRS shall use its best efforts to promptly address such issue. In the alternative, MRS may arrange for the substitution of another person as the Medical Professional Provider. As provided in Section 2.01, Client may elect to suggest the prompt and reasonable removal of the Medical Professional Provider by MRS if mutually agreed-upon, as jointly determined by Client and MRS.

2.05 Equipment and Supplies. If Client requests, MRS shall assist with the furnishings, equipment and supplies necessary to support the operation of the Health Facility. Client agrees to pay MRS for equipment and supplies and MRS agrees to purchase equipment and supplies using reasonable efforts to secure favorable or competitive pricing. MRS will invoice Client for MRS' cost to purchase equipment and supplies. MRS and the Client shall agree upon the initial order of equipment and supplies to equip the Health Facility and the Client will promptly submit payment for the same as invoiced by MRS. Subsequent orders of furniture, fixtures, equipment and supplies as are reasonably necessary for the restocking of the Health Facility may be performed by MRS without pre-approval (except for single items costing more than \$1,000) by the Client and shall be reimbursed to MRS by the Client promptly following submission by MRS of an invoice. Upon the expiration or termination of Agreement, all remaining furniture, fixtures, equipment and supplies purchased or reimbursed by the Client for use at the Health Facility shall become the property of the Client. In the unusual event MRS deems it necessary to purchase items (requiring sales tax collection) due to Client not being able to purchase such items in a timely and/or more cost-effective manner, Client agrees to reimburse full amount of MRS's invoice for purchase including passed-through sales tax. Client agrees to be responsible for collecting any credit due from appropriate taxing authority.

2.06 General and Professional Liability Insurance. MRS shall ensure that all Medical Professionals assigned under this Agreement and throughout the Term of this Agreement will be insured by general and professional liability insurance covering liability, acts and omissions of the Medical Professionals, in the minimum annual coverage amounts of \$1,000,000/\$3,000,000 (Claims-Made) under MRS's Professional Liability Program. The General liability program is at the minimum annual coverage amounts of \$1,000,000/\$3,000,000 (Occurrence form). MRS shall provide Client with proof of such liability insurance coverage maintained on behalf of the Medical Professionals. MRS shall list the Client as an additional insured.

2.07 Responsibilities of Parties/Indemnity. MRS and each of the third-party contractors delivering services hereunder is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of Client. Notwithstanding any authority

granted to Client herein, MRS and/or any Medical Professional or Medical Assistant shall retain the authority to direct or control his/her health care/medical decisions, acts or judgments. MRS agrees to indemnify and hold harmless Client from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Client may incur in connection with MRS's furnishing of Medical Professionals and Medical Assistants, or with the Health Care/Medical Services provided by them under this Agreement. Notwithstanding the foregoing, this section and all other provisions of this Agreement relating to indemnity and insurance are not intended to and shall not be construed to waive the Client's or MRS's applicable sovereign immunity under the provisions of Section 768.28, FL Statutes, or consent to be sued by third parties. Without limiting the foregoing, the provisions of this Agreement are solely for the benefit of the named Parties to this Agreement and this Agreement shall not be construed as to give rise to any rights, claims or benefits of any person or firm not expressly made a Party to this Agreement.

2.08 Other Licensed Professionals. MRS is hereby authorized to assign, from time to time, one or more alternate Medical Professionals to supplement or substitute for the Medical Professional(s) selected for health care service at the Health Facility. All terms of this Agreement shall be applicable to any replacement Medical Professional. MRS shall also ensure that all replacement Medical Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 2.06. From time to time the Medical Professional Providers, upon consent of Client and MRS, may have medical students, interns or residents associated with a recognized and approved College of Medicine observe and assist the Medical Professional Providers (patient permission must be granted) for educational and teaching purposes under the Medical Professional Provider's direct supervision. The same level of professional standards as set forth in Section 2.02 shall apply as well to replacement Medical Professional Providers, other than medical students, interns or residents working under the direct supervision of the Medical Professional Provider.

2.09 Billing by Medical Professionals. MRS shall prohibit any Medical Professional assigned to the Health Facility from billing or otherwise soliciting payment from Client or any Participants for any Health Care Services provided by the Medical Professional(s). All billing for the Health Services provided pursuant to this Agreement shall be solely from MRS to Client.

2.10 Medical Records. MRS shall require the Medical Professional Providers to agree they will maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional Providers provide the Health Care/Medical Services in connection with this Agreement. MRS shall also require the Medical Professional(s) to comply with HIPAA and state privacy requirements. All patient records maintained by the Medical Professional Providers in connection with this Agreement shall be the sole property of MRS with MRS Medical Director serving as Custodian. In the event medical records require transfer of ownership (e.g., termination, transfer, assignment of Agreement), MRS shall represent the designated records owner.

All medical records and other protected health information maintained by the Medical Professional Providers will be held by the Medical Professional Providers and MRS in strict

confidence and in accordance with state and federal law. Client will not be entitled to have access to said medical records (HIPAA protected) in the absence of an appropriate written authorization from the patient (except those occupational/workers' compensation records that are exempted from HIPAA/Privacy requirements, which Client may access upon written request to MRS). To ensure compliance with the above, MRS shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records and ensure that medical professionals and medical assistants (and any other employees or contractors of MRS) are trained in these policies, standards, and procedures.

2.11 Reporting Services Included In Fixed Fees. MRS shall provide utilization activity reports on medical and, if/when applicable occupational services, quarterly client activity reports and annual reports on health center activity, population health status and return on investment. Reports requiring health plan data care-gap analysis are contingent upon receiving necessary health plan claims information, etc.:

- Monthly Utilization reports on number of employees, retirees or dependents for ancillary, medical and occupational type visits
- Client activity and trends report including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written
- Annual reports including:
 - Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
 - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
 - Custom reporting per year, if applicable and customized ad hoc report projects scope of work and their costs will be defined and agreed upon mutually between Client and MRS prior to custom report engagement.

ARTICLE III DUTIES OF CLIENT

3.01 Provision of Location. Client shall provide at no charge to MRS adequate and agreed-upon facilities for the provision of the Health Care/Medical Services as outlined in this Agreement, at a site selected or shared by the Client, subject to the satisfaction of MRS's specification. Included but not limited to telephone services, utilities and unrestricted internet connections, Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal, bathroom cleaning and overall sanitized cleanliness that may be necessitated on a daily basis. Should the location prove to be unsuitable when growth cannot be sustained with initial facilities, Client and MRS will collaborate on expansion and/or additional location(s) in regard to location, adequate facilities and timing.

3.02 Internet Connections. Client will provide dedicated, unrestricted, business class DSL, business class cable services or higher. Ethernet handoff to be implemented into a MRS owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the MRS firewall to desktops/laptops at health center. Two jacks are required for each medical staff workstation and the location of jacks is dependent upon build-out of facilities. Minimum requirement includes bandwidth requirements of 100 mbps connection (up/down) and at least 100 publicly addressable IP addresses.

3.03 Publicity and Promotion. Client will publicize and provide descriptive information including those standard marketing materials provided by MRS as described within this Agreement. This information will be delivered to all of Client's participants who are authorized to seek services at location(s) agreed upon by Parties. Client will provide MRS with copies of other documents and materials prepared independently by Client describing, publicizing or affecting the services provided by MRS prior to the distribution of such materials. MRS shall review and comment on such materials within a reasonable time after receipt. Client will seek MRS's input prior to publicizing and distributing such information to its Participants.

3.04 Eligibility Files. Client will provide to MRS on a monthly basis a Participant eligibility file which is necessary to enable MRS to provide the services outlined and agreed-upon in this Agreement. The Participant eligibility file will contain the updated and entire population of Participants, including a monthly file of all termed employees, and comply with MRS's file specifications.

3.05 Claims Data. To assist in the identification and treatment regimens for Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease, hypertension or other chronic-related conditions, Client agrees to deliver full access to MRS all medical claims data through its carrier, third party administrator or other third-party vendor for claims data mining or claims analysis, for the 24 months prior to the initiation of onsite services, and minimally at monthly intervals thereafter through the term of this Agreement. Prior to implementation, MRS and Client agree to execute applicable Business Associate Agreement and Non-Disclosure Agreement to ensure compliance with HIPAA and other privacy and/or health plan requirements. Should Workers' Compensation services be requested, Client agrees to provide complete claims data, loss ratio, experience modification factors and closed/open claims information for the previous three years and current claims minimally at three-month intervals thereafter through the term of this Agreement.

3.06 Availability of Resources. Client agrees to allow MRS to utilize any internal resources of Client and to assist MRS in such utilization, including but not limited to training, marketing tools and resources and technical support necessary to maintain the requirements outlined in Article 3, as mutually agreed upon by Parties in order to enhance the effectiveness and utilization of the MRS onsite health services. Client will identify a single primary point of

contact (management-level employee) for implementation project management and ongoing account management.

ARTICLE IV COMPENSATION

4.01 Program, Technology and Infrastructure Fee. The following are those items or services required by MRS to accomplish the Medical Services for the Health Center operations: Equipment supplies and medication inventory costs including furniture, fixtures, equipment, supplies, medications, wellness costs, technology-licensing related fees per provider, costs and service fees as well for other items/services necessary for health center operation. After the initial year of operation an escalator cost-adjustment may be passed through to Client as necessary, but in no case will it exceed . If Client chooses Occupational/Workers' Compensation services, these costs will passed-through to Client by invoice. Client shall pay MRS upon receiving invoice in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

4.02 Monthly Administrative Fixed-Fee. No later than forty-five (45) days immediately following the receipt of MRS' invoice, Client shall pay to MRS the amount equal to \$23 for each authorized, eligible employee/retiree per month (pepm) for furnishing the management and oversight of the Medical Professional(s) and the other included services provided pursuant to this Agreement during the invoiced period. The billing for the monthly fee will commence upon the date the Client receives a Certificate of Occupancy in order for staff to initiate setup of center and training of staff to commence medical services. This monthly fee will remain at \$23 PEPM for first full term of Agreement (three years). After the initial term an increase the PEPM will increase 3% for the next two year renewal periods.

4.03 Ongoing Operational Expenses. On or about the 10th of each month, MRS shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' expenses required to operate and maintain the health center in order to provide the Health Care/Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and/or Medical Assistant costs (payroll to include cost of FICA, Health Insurance, WC, PTO, etc.), Medical Professional and Medical Assistant training expenses, DOT certification, approved medical staff travel expenses, required taxes (federal, state, local, or other), technology-related expenses, costs and fees, wellness staff costs, data analytic services, medical supplies, medications, laboratory expenses, office supplies and equipment. On an annual basis, MRS will establish a market range of annual payroll increases (performance review, increases from 1% up to 5%) to be enacted for Medical Staff and invoiced to Client as payroll cost. Client shall be responsible to pay MRS such amount invoiced no later than the 15th day of the calendar month immediately following the receipt of the MRS invoice. Past-due amounts over forty-five (45) days may be subject to a finance charge of 1.5% interest per month.

ARTICLE V TERM AND TERMINATION

5.01 Term. This Agreement shall be for a term of five (5) years following the fiscal year of 2024. After the initial five-year term, renewals will be on a two-year basis.

5.02 Termination With or Without Cause. This Agreement may be terminated by either Client or MRS at any time by providing the other party a minimum of 120 days prior written notice following the second full year of the Agreement.

5.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to MRS or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of any Party to provide monthly reports for the periods prior to the effective date of such expiration or such termination.

5.04 Non-Compete. In the event of termination or expiration of this Agreement and for a period of one (1) year from the date Agreement ends, Client agrees they shall not employ, contract with or utilize the professional health care services of any MRS medical, wellness or management staff providing or overseeing health center services.

ARTICLE VI MISCELLANEOUS

6.01 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing or electronic, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 6.01. All notices and other communications shall be (a) mailed by certified mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by electronic means with a receipt confirmation. Notices mailed pursuant to this Section 6.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by electronic shall be deemed given at time of opening.

6.02 Transferability. Except as provided in Section 6.07, neither Client nor MRS may assign or otherwise transfer this Agreement or their respective obligations arising pursuant to this Agreement to any third party without the prior written consent of the other party, which consent may be given or withheld by the other party in its sole discretion.

6.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Client and MRS with respect to the subject matter hereof and supersedes all prior oral representations or discussions and agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by Client and MRS.

6.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida, without giving effect to its conflict of

law provisions, and venue for any action under this Agreement shall lie only in Flagler County, Florida.

6.05 Non-Disclosure. Client and MRS shall take all reasonable steps to ensure that information with respect to the terms of this Agreement or with respect to the business of Client or MRS acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

6.06 Mutual Access to Books and Records. Client and MRS will maintain accounting records in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Subject to patient confidentiality obligations, including without limitation, HIPAA restrictions, Client and MRS shall ensure that such accounting records are available for examination by each other Party during their respective normal business hours. Client and MRS shall maintain all such records for a period of not less than five (5) years after the date of the service or invoice. Further, subject to patient confidentiality obligations, including without limitation, HIPAA restrictions, Client or MRS, and any duly authorized agents or representatives of Client or MRS shall have the right to audit, inspect and copy all of each Party's and any subcontractors' records and documentation as often as reasonably necessary and each Party shall cooperate in any audit, inspection or copying of the records.

This Section, including without limitation all access, inspection, copying, auditing, reimbursement and repayment rights, shall survive the termination of this Agreement.

6.07 Successors. This Agreement is binding upon the current parties, their successors and assigns with their consent. Sixty (60) days' notice of any change in control of any Party shall be given to all other Parties by the party experiencing the change. In such event, this Agreement shall be assumed by the successor entity only upon the written consent of the remaining Parties.

6.08 Severability. If any provision of this Agreement is determined to be void, illegal, unenforceable or invalid, the enforceability of any other provision is unaffected.

6.09 Insurance:

(a) MRS shall maintain throughout this Agreement the following minimum insurance coverages for its employees and those Independent Contractors providing services to it under this Agreement:

- (i) Professional Liability Insurance (Claims-Made) in the minimum amount of One Million Dollars /Three Million Dollars aggregate (\$1,000,000/\$3,000,000); and

- (ii) Comprehensive General Liability (Occurrence form) including Contractor's Protective Liability; Hired/Non-Owned Auto Liability and Product – Completed Operations – Coverage and Contractual Liability - in the amount of One Million Dollars/Three Million Dollars Aggregate (\$1,000,000/\$3,000,000); and
 - (iii) Workers' Compensation Insurance for all employees of MRS and the professionals at the Health Facility location(s) as applicable and Employer Liability at \$1,000,000 limit.
- (b) "Flagler County, Florida and its members, officers and employees" shall be an additional named insured on those coverages/policies listed above except for Professional Liability Insurance and Workers' Compensation Insurance.
- (c) The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of MRS and the professionals at the Health Facility. MRS shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i) The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes, or with a commercial insurance company approved to operate in Florida.
- (d) Neither approval nor failure to disapprove the insurance furnished by MRS to Client shall relieve MRS of the full responsibility to provide insurance as required under this Agreement.
- (e) MRS shall be responsible for assuring that the insurance remains in force throughout the Term of this Agreement, including any and all option years that may be granted to MRS. The certificate of insurance shall contain the provision that Client be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, MRS shall be responsible for submitting new or renewed certificates of insurance to Client at a minimum of fifteen (15) calendar days in advance of such expiration.

(f) Unless otherwise notified, the certificate of insurance shall be delivered to:

Flagler County Risk Manager
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

(h) In the event that MRS fails to maintain insurance as described in Section 6.09, paragraph (a) of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement should MRS not reasonably cure such breach. If such a breach occurs without remedy, then MRS agrees that Client may take any action necessary at law or in equity to preserve and protect Client's rights.

ARTICLE VII

SOVEREIGN IMMUNITY

The Client expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of \$100.00 for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Flagler County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

MEDICAL RISK SOLUTIONS, LLC dba My Health Onsite

By  _____

Printed Name: Brian Branham

Title: Member/VP _____

Address: 2710 Rew Circle, Suite 200

Ocoee, FL 34761

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Flagler County Board of County Commissioners

By: _____
Andrew S. Dance, Chair

Approved as to Form:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.20 17:10:52 -04'00'
Sean S. Moylan, Deputy County Attorney

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

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EXHIBIT A

DESCRIPTION OF SERVICES

Ongoing Services: As of the Commencement Date, October 1, 2024 MRS shall operate an onsite health center(s) in Flagler County, FL for eligible employees, retirees and dependents of Client.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the “Implementation Period”), MRS shall provide the Implementation Services detailed in Exhibit A1.

Location and time of services:

- a. The services provided under this Agreement will be provided at the site located in Flagler County. The Health Center is open Monday through Friday with current provider hours per week to continue. Adjustments to provider hours are permitted under contract terms with mutual agreement of Client and MRS.
- b. Notwithstanding the hours of operation described above, the health center shall be closed for up to 9 holidays and for 3 professional development days per year. The number of holidays is to be determined with mutual agreement of Client and MRS during Implementation process.
- c. In the event of an unexpected clinician absence due to illness, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff members. Up to 5 days of such absences that result in no direct care services being provided shall be allowed per year.

PROGRAM SERVICES

Primary Care:

- Acute Conditions - evaluation, treatment and management
 - Sore throats/ears/headache
 - Cough, Sinus-related
 - Strains/sprains/musculoskeletal problems
 - Urinary complaints
- Ordinary chronic and routine primary care of the nature of a visit to a primary care physician’s office – evaluation, treatment and management
- Lab draws onsite
- Immunizations of Participants 18 years of age and above (unless otherwise changed)
- Allergies
- Well-women’s and well-men’s health
- Laboratory testing
- Personal hygiene related conditions - evaluation, treatment and management

Workers’ Compensation/Occupational Health Services:

- Workers’ Compensation-related injuries on a First Report of Injury/Triage-level only
- Minor surgical procedures, such as sutures for laceration treatment

- Orthopedic injury treatment – sprains, strains
- Urine Drug screening
- Pre-employment, routine and annual physicals
- Pre-employment drug testing, reasonable suspicion and random, breath-alcohol (BAT, if equipment supplied at County cost)
- CDL and DOT services

Pre-Packaged Pharmaceutical Dispensing Program

- Dispensing Module
- Inventory Management Module

Health Maintenance & Prevention:

- Biometric Screening to include Vital Health Profile (also known as health risk assessment)
- Chronic Disease Management programs targeted for the greatest impact of population
- Referral Service: Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate and coordinated with Client's request
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Population Promotions

Disease Management:

- Chronic diseases - evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Hypertension
 - COPD
 - Other as applicable

Integrated Health Engagement Technology Platform:

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Health Record Program

Account Management, Advisory and Support Services:

- Implementation and Orientation programs for start-up of Health Center
- Nurse Line Program
- Health Facility Best Practices Sharing
- Health Facility Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management and Oversight

Participant Communications & Promotions:

Schedule A3

Management Reporting & Analysis:
Analysis, Trends, Reporting & Survey Results

OPTIONAL SERVICES NOT INCLUDED IN FIXED FEES OR INITIAL PROJECTIONS

The following services are an example of services that can be provided at a cost over and above the “Primary Health Care Services” described above. Client agrees that MRS will quote these services separately from “Primary Health Care Services” and will be provided at additional costs at such time Client gives written notice of interest for expanded/additional services listed below. Should Client desire for MRS to provide other services not specified in this Agreement, Client and MRS will mutually agree in writing or amendment to this Agreement, as to such services desired, the timing and cost of such additional services to be paid to MRS.

Treatment of Workers’ Compensation injuries beyond First Report of Injury/Triage level

If Occupational services are requested, they may include but not be limited to treatment of acute and chronic work-related injuries. Should an outside physician be selected, the Medical Professional(s) shall coordinate and monitor process.

Medical Surveillance

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals
- **Drug Screen/Alcohol** - Collect pre-employment hair testing samples; administer post rehabilitation random testing. Provide MRO and reporting services, which may be through a third party for these expanded services.

Exams

- **Extensive Pre-Employment** - Coordinating/conducting functional capacity testing, medical history, audiometric testing, biometrics, etc.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available
- **Fitness for Duty** - Conduct fitness for duty exams for both work-related cases and for employees returning from personal medical leave.
- **Functional Capacity Exam (FCE)** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.

NOT INCLUDED IN ONGOING SERVICES

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings
- Travel costs for health center staff and health screeners to visit participants at offsite locations
- Internet connectivity and telephone service for MRS onsite health staff
- Additional Account Management and Advisory Services, Communications Services or Reporting Services not included in the projected costs, per Exhibit A2, A3, A4.
- Additional Data Services, such as custom interfaces for integration, uploads or exchange of prior provider data, or more than 3 ongoing activity reports.

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**EXHIBIT A1
ACCOUNT MANAGEMENT & ADVISORY SERVICES**

ACCOUNT MANAGEMENT & ADVISORY SERVICES INCLUDED IN FIXED FEE

| Account Management & Advisory Services | Deliverables |
|--|--|
| Account Manager introduction During Implementation | The Account Manager will be integrated as part of the team early on in the process, allowing him/her to assimilate with the senior management team on the Client side. |
| Point of Contact | The Account Manager provides the point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly. |
| Quarterly/Monthly Reviews | In order to ensure the client has the resources and information to inform senior management of progress and return on investment of the health center), the account manager will provide the quarterly reports described in Exhibit A4 to be reviewed on a formal quarterly/monthly meeting or call. |
| Annual Review | At a minimum, the Account Manager will provide a face-to-face annual review of the health center business, ROI, incorporating the Client-specific key performance metrics with projections for the next year following 18 months of each year of operations. |
| Ongoing Health Promotions | The Account Manager will work together with Client to ensure ongoing communications are managed proactively in order to provide timely and appropriate communications and health promotions and in collaboration with the Client's wellness initiatives, take advantage of other educational opportunities to provide a seamless, synergistic approach to messaging. The promotional outreach may occur in the form of lunch and learns, mailings, posters, etc. as appropriate for the specific initiative. |
| Strategic Planning | Working with each Client's unique business needs, the Account Manager will work |

| | |
|---------------------------|---|
| | <p>together with Client's senior management to ensure that the goals of the health center, and the annual cycles (whether it be surveys, annual report-outs, etc.) are aligned with the client's strategic goals and objectives. The Account Manager will also communicate collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) to ensure existing resources are being leveraged.</p> |
| Clinical Coverage Plan | <p>MRS will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME); Salary/pay costs to be passed-through</p> |
| Clinical Training Program | <p>MRS will conduct on-going training for all health center staff. This includes continuing education on motivational interviewing and mindfulness, CME, training on new features within the electronic medical record, updates from the MRS clinical advisory team and guidelines for disease management from sources such as the CDC.</p> |

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**EXHIBIT A2
COMMUNICATION SERVICES**

COMMUNICATION SERVICES INCLUDED IN FIXED FEES

- During the Implementation period, MRS shall provide the following standard implementation package:
 - Design and production of material will be done in collaboration with Client.
 - Printing costs, if applicable, will be passed-through

Ongoing Communication Program (Customized for each Client by MRS)

- After the Commencement date, MRS shall provide an Ongoing Communication Program as part of the MRS Services:
 - Health Promotions Catalog: Health promotion programs, both group and individual, including program materials (presentations, educational handouts, email promotions) as well as communication materials such as posters, postcards and website awareness.
 - Health Fair Coordination and Communication Assistance

The standard communication package includes all development, design and layout work.

ADDITIONAL COMMUNICATION SERVICES BILLED AT ADDITIONAL COST

MRS will create and design additional communications at Client's request. Production and printing costs, if applicable will be passed-through after mutual agreement of specific designs and costs.

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**EXHIBIT A3
REPORTING SERVICES**

REPORTING SERVICES INCLUDED IN FIXED FEES

MRS shall provide Client's management team with activity reports on medical and, if/when applicable occupational services, quarterly/monthly client activity reports and annual reports on health center activity, population health status and return on investment projections (assumes all medical claims data provided as requested for data mining):

- Monthly utilization reports on number of employees, retirees and dependents for ancillary, medical and occupational type visits reported on a monthly basis
- Monthly client activity and trend reports including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written within health center
- Annual reports including:
 - Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
 - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
 - Custom reporting per year if selected by Client

ADDITIONAL REPORTING SERVICES NOT INCLUDED IN FIXED FEES

- Custom Analytic reporting beyond the scope above that requires special programming will be billed as Pass-Through Costs as approved by the Client and MHO

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EXHIBIT B

PAYMENT ARRANGEMENT

MRS shall invoice Client for the cost of all service-related expenses on a monthly basis.

Client will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If Client disagrees with any MRS invoice, Client shall pay all undisputed invoiced amounts, notify MRS of the disputed amount and the reasons for which it is disputed, and MRS will segregate such disputed amounts from undisputed amounts until the matter is resolved. Items will not be billed if not necessary.

Fees for optional services:

Additional Services will be billed as agreed-upon costs

*First-year Monthly Admin Fee: fee remains constant for full term of agreement (five years) as mutually agreed-upon by all Parties. After the initial term of agreement, the Monthly Admin will increase 3% each renewable periods.

Payment Schedule:

Service fees and expenses are invoiced and payable as follows:

- Service Fees monthly (Monthly Administrative Fee, Insurance, Technology Fees, etc.) billed each month thereafter for term of the agreement.
- Payroll, equipment, medications, labs and supply expenses billed each month thereafter
- Additional services, billable travel cost and other unexpected costs incurred as a result of service modifications requested by client as incurred
- Billed invoices to Client are payable to MRS immediately but not later than 45 days of invoice received

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EXHIBIT B1

ESTIMATED HEALTH CENTER BUDGET

Medical Risk Solutions Cost Projections per budget agreed upon

Estimated 2024-2025 Budget **\$1,027,216**

Each fiscal year budget will be presented and approved by the Client

Medical Risk Solutions Cost projections include current program fee @ \$23 for each eligible/retiree.

Current Medical Staff arrangement, hours, supplies and services will continue until mutual agreement is reached by MRS and Client to make changes or adjustments.

Other as agreed-upon

Administrative Program includes Wellness services, Chief Medical Officer, Senior Management staff and oversight services, Human Resource services, Accounting services, Quality Management and Audit services

MRS will invoice Client for the cost of all service-related expenses monthly. In addition, MRS may submit interim invoices for purchases, with prior approval from Client, of equipment or supplies exceeding \$1,000 in cost.

Client will pay fees described in this Exhibit in accordance with the Florida Prompt Payment Act (within 45 days of receipt). If Client disagrees with any MRS invoice, Client shall pay all undisputed invoiced amounts, notify MRS of the disputed amount and the reasons for which it is disputed, and MRS will segregate such disputed amounts from undisputed amounts until the matter is resolved. Items will be billed only if appropriate and necessary.

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EXHIBIT C

FACILITY SET UP

MEDICAL SUPPLIES, EQUIPMENT AND INITIAL RX INVENTORY

Below is a list that illustrates items that have been required by the Medical Professional to deliver Medical Services in accordance with the Agreement. This list is not intended to be all-inclusive or exhaustive.

| | |
|---|--|
| Exam tables/stools | Disinfectants |
| Small refrigerator | Waste cans |
| Lockable cabinet | Waste can liners |
| Gooseneck light | Gloves |
| Diag Set 3.5V Halogen/disposable covers | Suture supplies |
| Sundry jars | Glucose test supplies |
| Pillow/pillow covers (cloth and disposable) | Urinalysis supplies |
| Table paper | Strep testing supplies |
| Thermometer/disposable covers | Mono testing supplies |
| 4 X 4's | Disposable gowns |
| Tongue depressors | Disposable drapes |
| Cotton balls | Thermometer (freezer) |
| Alcohol | 3" Elastic bandage |
| Alcohol dispenser | Cold pack |
| Blood pressure cuffs | Emesis basins |
| Stethoscope | Medications/Injectables (by physician order) |
| Surgical tape | Lab supplies Tubes, requisitions, tourniquets) |
| Biohazard bags and Removal Service | Wall Posters, Charts |
| Biohazard stickers | Small desk and chair (if not provided by Employer) |

| | |
|--|--|
| "Allergic To" stickers | Needles |
| Sharps containers | Syringes |
| Computers, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner | Trash removal, Clean-up, and General Maintenance |
| Fire Extinguisher | Initial Stock of medications and Key Pad entry for Pharmacy door |

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EXHIBIT D1

BUSINESS ASSOCIATE AGREEMENT

THIS CONTRACTOR BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is made and entered into this 20th day of August, 2024 (the “Effective Date”), by and between **MEDICAL RISK SOLUTIONS, LLC dba MY HEALTH ONSITE** (“Contractor”), and **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, FL** (“Business Associate”). Business Associate and Contractor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Business Associate furnishes services for Covered Entities involving the use or disclosure of protected health information (“PHI”) of the Covered Entity and has entered into a business associate agreement or business associate addendum (each, as amended from time to time, an “Upstream BAA”) with such Covered Entity.

B. Contractor has entered into an agreement for one or more Covered Entities serviced by Business Associate pursuant to which Contractor furnishes, or will furnish, certain services described therein involving the creation, receipt, maintenance or transmission of certain Health Information, some of which may constitute PHI of one or more of the Covered Entities.

C. Business Associate and Contractor intend to protect the privacy and provide for the security of Covered Entity PHI in compliance with the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and applicable state laws and regulations to the extent that they are not preempted (“State Laws”).

D. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Rules relating to business associate agreements.

E. This Agreement is intended to supersede, as of the Effective Date, any prior business associate agreement between Business Associate and Contractor related to the Underlying Agreement or to any other agreement to furnish the Services to Business Associate.

NOW THEREFORE, in consideration of the premises and of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meanings (if any) given such terms in the applicable HIPAA Rules. A change to a HIPAA Rule which modifies any defined HIPAA Rule term, or which alters the regulatory citation

for the definition, shall be deemed incorporated into this Agreement. Terms defined above shall have the meanings set forth above, except as otherwise provided in this Agreement.

(a) “**Business Day**” shall mean a day other than a Saturday, Sunday or legal holiday under federal law.

(b) “**Covered Entity PHI**” shall mean (i) PHI created, received, maintained or transmitted by or on behalf of a Covered Entity, and (ii) PHI created, received, maintained or transmitted by Business Associate or Contractor (or any of their agents or Downstream Contractors) from or on behalf of a Covered Entity.

(c) “**Damages**” shall mean claims, losses, liabilities, costs, fines, penalties and other expenses (including, without limitation, reasonable attorneys’ fees).

(d) “**Data Aggregation**” shall have the meaning given such term in 45 CFR §164.501.

(e) “**Designated Record Set**” shall have the meaning given such term in 45 CFR §164.501.

(f) “**Discover**” and “**Discovery**” shall have the meanings given such terms in 45 CFR §164.410.

(g) “**Downstream Contractor**” shall mean a “Contractor” (as such term is defined in 45 CFR §160.103) that creates, receives, maintains or transmits Covered Entity PHI on behalf of Contractor.

(h) “**ePHI**” shall have the meaning given to the term “electronic protected health information” in 45 CFR §160.103.

(i) “**Health Information**” shall have the meaning given to such term in 45 CFR §160.103.

(j) “**Individual**” shall have the meaning given to such term in 45 CFR §160.103, and shall include, without limitation, a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(k) “**Notification Event**” shall have the meaning set forth in Section 2(k).

(l) “**Privacy Law**” shall mean any applicable law or regulation relating to the privacy, security or confidentiality of PHI, including, without limitation, the HIPAA Rules, HIPAA, the HITECH Act, and State Laws relating to the privacy, security or confidentiality of PHI or to breach notification.

(m) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(n) “**Protected Health Information**” or “**PHI**” shall have the meaning given

to such term in 45 CFR §160.103.

(o) “**Required By Law**” shall have the meaning given to such term in 45 CFR §164.103, and shall be subject to any additional requirements created under the HIPAA Rules.

(p) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(q) “**Security Breach**” shall mean a “breach” as defined in 45 CFR §164.402 with respect to Unsecured PHI.

(r) “**Security Incident**” shall have the meaning given such term in 45 CFR §164.304.

(s) “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(t) “**Unsecured PHI**” shall have the meaning given such term in 45 CFR §164.402.

2. **Obligations and Activities of Contractor.**

(a) Contractor shall not use or disclose Covered Entity PHI other than as permitted or required by this Agreement or as Required By Law.

(b) Contractor shall use appropriate safeguards, and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of Covered Entity PHI other than as provided for by this Agreement.

(c) Contractor shall comply with all laws, rules and regulations (including, without limitation, all Privacy Laws) relating to the use or disclosure of Covered Entity PHI.

(d) Contractor agrees to comply with and be subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to Covered Entity PHI.

(e) In accordance with 45 CFR §164.308(b)(2) and 45 CFR §164.502(e)(1)(ii), contractor shall ensure that any Downstream Contractors agree to the same restrictions, conditions and requirements that apply to

(f) Contractor with respect to Covered Entity PHI. Such agreements shall be documented in writing in accordance with the HIPAA Rules.

(g) Contractor shall make available Covered Entity PHI maintained by Contractor in a Designated Record Set to the applicable Covered Entity as necessary to

satisfy Covered Entity's obligations under 45 CFR §164.524. Such information and access shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for access to PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving the request.

(h) Contractor shall make available Covered Entity PHI for agreement and incorporate any amendments to Covered Entity PHI in accordance with 45 CFR §164.526. If Contractor receives from an Individual a request to amend PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(i) Contractor shall maintain and make available to Business Associate such information required in order to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528. Such information shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for an accounting of disclosures, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(j) To the extent, if any, that Contractor is to carry out one or more of a Covered Entity's or Business Associate's obligations under the Privacy Rule, Contractor shall comply with the requirements of the HIPAA Rules that apply to such Covered Entity and/or Business Associate, as applicable, in the performance of such obligations.

(k) Contractor shall make Contractor's internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. From time to time upon reasonable notice and during business hours, Business Associate may inspect the relevant facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

(l) Contractor agrees to implement effective systems for Discovery and prompt reporting to Business Associate of any Security Breach. Contractor shall notify Business Associate without unreasonable delay, and in no case later than five (5) Business Days after becoming aware of or otherwise Discovering, any of the following events ("Notification Events"): (i) any Security Incident relating to Covered Entity PHI, (ii) any use or disclosure of Covered Entity PHI that is not provided for by this Agreement, the Underlying Agreement or Required By Law, (iii) any Security Breach relating to Unsecured PHI, or (iv) any access, use or disclosure of Covered Entity PHI in violation of this Agreement, the Underlying Agreement or the Privacy Rule. Such notification shall include, at a minimum, the following, to the extent possible:

- The date and time of each Notification Event;
- The date each Notification Event was Discovered;
- Identification of the PHI accessed, used or disclosed;

- Identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used or disclosed
- Description of the Notification Event;
- Description of the mitigation steps taken to contain the Notification Event and an assessment of the level of compromise to PHI;
- Description of the plan to correct the compromises and to prevent reoccurrences of the Notification Event in the future;
- Such information as required in order to satisfy breach reporting obligations of Covered Entity, Business Associate or Contractor; and
- Such other information as Business Associate may reasonably request.

Contractor shall cooperate with Business Associate and Covered Entity to investigate the applicable Notification Event, mitigate or take corrective action to cure any Notification Events, and inform affected Individuals in compliance with applicable law, including, without limitation, Privacy Laws. Contractor shall be responsible for any and all costs associated with responding to and mitigating Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor or of their officers, directors, employees, agents or contractors, or out of a breach of this Agreement by Contractor.

(m) If Contractor receives a subpoena, court or administrative order or other discovery request or mandate for release of Covered Entity PHI, Contractor shall immediately notify Business Associate, in writing, of the request, so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and Contractor shall reasonably cooperate with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy. Contractor shall, to the extent possible, consult with Business Associate and the applicable Covered Entity prior to responding and shall advise Business Associate of how it intends to respond as soon as such determination is made.

3. Permitted Uses and Disclosures by Contractor.

(a) Contractor may use or disclose Covered Entity PHI only (i) as necessary to perform the Services of Subcontractor in accordance with this underlying Agreement, (ii) as Required By Law, provided that Contractor promptly provides advance written notice to Business Associate of its intent to disclose PHI so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and that Contractor shall cooperate fully with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy, (iii) to a Downstream Contractor in accordance with and subject to 45 CFR §164.308(b)(2), 45 CFR §164.502(e), or the terms of this underlying Agreement.

(b) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to this Agreement, use PHI of Covered Entity to de-identify the information in accordance with 45 CFR §164.514(a)-(c), so that the

Health Information (i) does not identify an Individual, and (ii) with respect to which there is no reasonable basis to believe the information can be used to identify an Individual.

(c) When using, disclosing or requesting Covered Entity PHI, Contractor shall make reasonable efforts to limit the use, disclosure or request of the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and shall comply with the minimum necessary policies and procedures of the applicable Covered Entity. Contractor shall also comply with guidance as issued from time to time by the Secretary on minimum necessary standards under the Privacy Rule and with applicable minimum necessary requirements under the HIPAA Rules.

(d) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to the Underlying Agreement, use Covered Entity PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(e) Contractor shall not use or disclose Covered Entity PHI in any manner that would violate the Privacy Rule or an Upstream BAA if done by Business Associate, except for the specific uses and disclosures set forth in subsection (a) of this Section.

(f) **Obligations of Business Associate to Provide Information.** Business Associate shall use reasonable efforts to notify Contractor of:

(g) any terms of Upstream BAAs, to the extent that such terms may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Addendum;

(h) any limitation(s) in the notice of privacy practices of any Covered Entity under 45 CFR §164.520, to the extent that such limitation is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement;

(i) any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes are known to Business Associate and may affect

(j) Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement; and

(k) any restriction on the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI.

4. **Term and Termination.**

(a) The term of this Agreement shall be effective as of the Effective Date, and shall terminate on the earlier of: (i) termination of the Underlying Agreement, unless upon termination of the Agreement Contractor needs to access Covered Entity PHI in order to

perform the Services pursuant to this Agreement, in which case termination of this Addendum pursuant to this subsection (a)(i) shall occur when Contractor no longer has any need to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, (ii) termination as authorized in this Section 5 or in Section 7, or (iii) written notice by Business Associate to Contractor of the termination of the BAA.

(b) A breach or violation by Contractor of any material term of this Agreement shall constitute a breach and shall provide grounds for immediate termination of the Underlying Agreement by Business Associate, notwithstanding any terms of the Underlying Agreement or any other agreement to the contrary. If Business Associate determines that

(c) Contractor has violated or breached a material term of this Agreement, Business Associate may:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation within such time deemed appropriate by Business Associate in its sole discretion, and terminate this Agreement upon written notice to Contractor if Contractor does not cure the breach or end the violation within the time specified by Business Associate in its sole discretion; or
- (2) Terminate this Agreement upon written notice to Contractor.

(d) Upon termination of this Agreement for any reason, Contractor shall, with respect to Covered Entity PHI:

- (1) Return to Business Associate (or, if agreed to by Business Associate, destroy) all Covered Entity PHI that Contractor still maintains in any form, provided that if Contractor determines in good faith that returning or destroying Covered Entity PHI is infeasible, Contractor shall immediately provide to Business Associate notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible;
- (2) Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the ePHI, other than as provided for in this Section 5, for as long as Contractor retains the ePHI; and
- (3) Not use or disclose any Covered Entity PHI that is retained by Contractor, other than for the purposes for which such PHI was retained and subject to the terms of this Agreement.
- (4) Upon termination of this Agreement with respect to Covered Entity

PHI of a particular Covered Entity, the terms of subsection (c) of this Section shall apply with respect to the Covered Entity PHI of such Covered Entity, notwithstanding that this Agreement may continue in effect with respect to Covered Entity PHI of other Covered Entities.

5. **Indemnification; Remedies.**

(a) Contractor shall indemnify, hold harmless and defend Business Associate and its officers, directors, managers, members, employees, and agents, from and against any and all Damages incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any breach of this Agreement by Contractor, (ii) any negligent, willful or improper use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor, (iii) any violation of any Privacy Law by Contractor or any Downstream Contractor, or (iv) Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor.

(b) Contractor acknowledges and stipulates that its unauthorized use or disclosure of Covered Entity PHI would cause irreparable harm to Covered Entity and Business Associate, and in such event, Business Associate shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain Damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement or any such unauthorized use or disclosure.

(c) To the extent, if any, that Business Associate is obligated to indemnify, defend or hold harmless Contractor or any Downstream Contractor in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such obligations shall not apply to any matter arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law, or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor where such use or disclosure involved a breach of this Agreement or violation of any Privacy Law by Contractor or any Downstream Contractor.

(d) To the extent, if any, that Contractor has limited its liability, whether with a maximum recovery for damages or a disclaimer against any consequential, indirect or punitive damages, or other limitations (including, without limitation, caps on legal fees or other Damages) in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such limitations shall exclude all Damages to Business Associate arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor.

6. **Agreement to Comply with Law.** The Parties hereby acknowledge that Privacy Laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Underlying Agreement may be required to provide for different or additional procedures to

ensure compliance with such developments. The Parties agree to cooperate in amending this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other Privacy Laws. Business Associate may terminate the Underlying Agreement upon written notice in the event Contractor fails or refuses to amend this Agreement as reasonably requested by Business Associate in order to comply with Privacy Laws.

7. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in full force and effect. This Addendum shall control to the extent of any inconsistency between this Addendum and the Agreement.

8. **Independent Contractors.** Contractor is retained by Business Associate as an independent contractor, and not as an agent. The provisions of this Agreement are intended to create any partnership, joint venture, agency or employment relationship between Business Associate and Contractor or between any Party and the employees, agents or independent contractors of the other Party. Business Associate shall neither have nor exercise any direction or control over the manner or methods by which Contractor performs the services under this Agreement.

9. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and other Privacy Laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

10. **Regulatory References.** A reference in this Agreement to any section or subsection of any Privacy Law shall mean the section or subsection as in effect or as amended.

11. **Notification.** All notifications by Contractor required under this Agreement shall be in writing addressed to Business Associate at the address for notices to Business Associate as set forth in this Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to the Agreement. All notifications by Business Associate required under this Agreement shall be in writing addressed to Subcontractor at the address for notices to Contractor as set forth in the Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to this Agreement.

12. **Survival.** The obligations of Contractor and the rights of Business Associate under Sections 2, 3, 5(c) and (d), 6, 7 and 12 of this Agreement shall survive the termination of this Agreement.


[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:
FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

**CONTRACTOR:
MEDICAL RISK SOLUTIONS, LLC dba
MY HEALTH ONSITE**

By: _____
Print Name: _____
Title: _____

By:  _____
Print Name: *Brian Branham*
Title: *Vice President*

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EXHIBIT D2

BUSINESS ASSOCIATE AGREEMENT

THIS CONTRACTOR BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is made and entered into this 20th day of August, 2024 (the “Effective Date”), by and between **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** (“Contractor”), and **MEDICAL RISK SOLUTIONS, LLC dba MY HEALTH ONSITE** (“Business Associate”). Business Associate and Contractor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Business Associate furnishes services for Covered Entities involving the use or disclosure of protected health information (“PHI”) of the Covered Entity and has entered into a business associate agreement or business associate addendum (each, as amended from time to time, an “Upstream BAA”) with such Covered Entity.

B. Contractor has entered into an agreement for one or more Covered Entities serviced by Business Associate pursuant to which Contractor furnishes, or will furnish, certain services described therein involving the creation, receipt, maintenance, or transmission of certain Health Information, some of which may constitute PHI of one or more of the Covered Entities.

C. Business Associate and Contractor intend to protect the privacy and provide for the security of Covered Entity PHI in compliance with the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and applicable state laws and regulations to the extent that they are not preempted (“State Laws”).

D. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Rules relating to business associate agreements.

E. This Agreement is intended to supersede, as of the Effective Date, any prior business associate agreement between Business Associate and Contractor related to the Underlying Agreement or to any other agreement to furnish the Services to Business Associate.

NOW THEREFORE, in consideration of the premises and of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

13. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meanings (if any) given such terms in the applicable HIPAA Rules. A change to a HIPAA Rule which modifies any defined HIPAA Rule term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement. Terms defined above shall

have the meanings set forth above, except as otherwise provided in this Agreement.

(a) “**Business Day**” shall mean a day other than a Saturday, Sunday or legal holiday under federal law.

(b) “**Covered Entity PHI**” shall mean (i) PHI created, received, maintained or transmitted by or on behalf of a Covered Entity, and (ii) PHI created, received, maintained or transmitted by Business Associate or Contractor (or any of their agents or Downstream Contractors) from or on behalf of a Covered Entity.

(c) “**Damages**” shall mean claims, losses, liabilities, costs, fines, penalties and other expenses (including, without limitation, reasonable attorneys’ fees).

(d) “**Data Aggregation**” shall have the meaning given such term in 45 CFR §164.501.

(e) “**Designated Record Set**” shall have the meaning given such term in 45 CFR §164.501.

(f) “**Discover**” and “**Discovery**” shall have the meanings given such terms in 45 CFR §164.410.

(g) “**Downstream Contractor**” shall mean a “Contractor” (as such term is defined in 45 CFR §160.103) that creates, receives, maintains or transmits Covered Entity PHI on behalf of Contractor.

(h) “**ePHI**” shall have the meaning given to the term “electronic protected health information” in 45 CFR §160.103.

(i) “**Health Information**” shall have the meaning given to such term in 45 CFR §160.103.

(j) “**Individual**” shall have the meaning given to such term in 45 CFR §160.103, and shall include, without limitation, a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(k) “**Notification Event**” shall have the meaning set forth in Section 2(k).

(l) “**Privacy Law**” shall mean any applicable law or regulation relating to the privacy, security or confidentiality of PHI, including, without limitation, the HIPAA Rules, HIPAA, the HITECH Act, and State Laws relating to the privacy, security or confidentiality of PHI or to breach notification.

(m) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(n) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term in 45 CFR §160.103.

(o) “**Required By Law**” shall have the meaning given to such term in 45 CFR §164.103, and shall be subject to any additional requirements created under the HIPAA Rules.

(p) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(q) “**Security Breach**” shall mean a “breach” as defined in 45 CFR §164.402 with respect to Unsecured PHI.

(r) “**Security Incident**” shall have the meaning given such term in 45 CFR §164.304.

(s) “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(t) “**Unsecured PHI**” shall have the meaning given such term in 45 CFR §164.402.

14. **Obligations and Activities of Contractor.**

(a) Contractor shall not use or disclose Covered Entity PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Contractor shall use appropriate safeguards, and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of Covered Entity PHI other than as provided for by this Agreement.

(c) Contractor shall comply with all laws, rules and regulations (including, without limitation, all Privacy Laws) relating to the use or disclosure of Covered Entity PHI.

(d) Contractor agrees to comply with and be subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to Covered Entity PHI.

(e) In accordance with 45 CFR §164.308(b)(2) and 45 CFR §164.502(e)(1)(ii), contractor shall ensure that any Downstream Contractors agree to the same restrictions, conditions and requirements that apply to

(f) Contractor with respect to Covered Entity PHI. Such agreements shall be documented in writing in accordance with the HIPAA Rules.

(g) Contractor shall make available Covered Entity PHI maintained by Contractor in a Designated Record Set to the applicable Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR §164.524. Such information and access shall be provided by Contractor within five (5) Business Days of receiving a request from

Business Associate. If Contractor receives from an Individual a request for access to PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving the request.

(h) Contractor shall make available Covered Entity PHI for agreement and incorporate any amendments to Covered Entity PHI in accordance with 45 CFR §164.526. If Contractor receives from an Individual a request to amend PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(i) Contractor shall maintain and make available to Business Associate such information required in order to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528. Such information shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for an accounting of disclosures, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(j) To the extent, if any, that Contractor is to carry out one or more of a Covered Entity's or Business Associate's obligations under the Privacy Rule, Contractor shall comply with the requirements of the HIPAA Rules that apply to such Covered Entity and/or Business Associate, as applicable, in the performance of such obligations.

(k) Contractor shall make Contractor's internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. From time to time upon reasonable notice and during business hours, Business Associate may inspect the relevant facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

(l) Contractor agrees to implement effective systems for Discovery and prompt reporting to Business Associate of any Security Breach. Contractor shall notify Business Associate without unreasonable delay, and in no case later than five (5) Business Days after becoming aware of or otherwise Discovering, any of the following events ("Notification Events"): (i) any Security Incident relating to Covered Entity PHI, (ii) any use or disclosure of Covered Entity PHI that is not provided for by this Agreement, the Underlying Agreement or Required By Law, (iii) any Security Breach relating to Unsecured PHI, or (iv) any access, use or disclosure of Covered Entity PHI in violation of this Agreement, the Underlying Agreement or the Privacy Rule. Such notification shall include, at a minimum, the following, to the extent possible:

- The date and time of each Notification Event;
- The date each Notification Event was Discovered;
- Identification of the PHI accessed, used or disclosed;
- Identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used or disclosed
- Description of the Notification Event;

- Description of the mitigation steps taken to contain the Notification Event and an assessment of the level of compromise to PHI;
- Description of the plan to correct the compromises and to prevent reoccurrences of the Notification Event in the future;
- Such information as required in order to satisfy breach reporting obligations of Covered Entity, Business Associate or Contractor; and
- Such other information as Business Associate may reasonably request.

Contractor shall cooperate with Business Associate and Covered Entity to investigate the applicable Notification Event, mitigate or take corrective action to cure any Notification Events, and inform affected Individuals in compliance with applicable law, including, without limitation, Privacy Laws. Contractor shall be responsible for any and all costs associated with responding to and mitigating Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor or of their officers, directors, employees, agents or contractors, or out of a breach of this Agreement by Contractor.

(m) If Contractor receives a subpoena, court or administrative order or other discovery request or mandate for release of Covered Entity PHI, Contractor shall immediately notify Business Associate, in writing, of the request, so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and Contractor shall reasonably cooperate with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy. Contractor shall, to the extent possible, consult with Business Associate and the applicable Covered Entity prior to responding and shall advise Business Associate of how it intends to respond as soon as such determination is made.

15. **Permitted Uses and Disclosures by Contractor.**

(a) Contractor may use or disclose Covered Entity PHI only (i) as necessary to perform the Services of Subcontractor in accordance with this underlying Agreement, (ii) as Required By Law, provided that Contractor promptly provides advance written notice to Business Associate of its intent to disclose PHI so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and that Contractor shall cooperate fully with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy, (iii) to a Downstream Contractor in accordance with and subject to 45 CFR §164.308(b)(2), 45 CFR §164.502(e), or the terms of this underlying Agreement.

(b) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to this Agreement, use PHI of Covered Entity to de-identify the information in accordance with 45 CFR §164.514(a)-(c), so that the Health Information (i) does not identify an Individual, and (ii) with respect to which there is no reasonable basis to believe the information can be used to identify an Individual.

(c) When using, disclosing or requesting Covered Entity PHI, Contractor shall make reasonable efforts to limit the use, disclosure or request of the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and shall comply with the minimum necessary policies and procedures of the applicable Covered Entity. Contractor shall also comply with guidance as issued from time to time by the Secretary on minimum necessary standards under the Privacy Rule and with applicable minimum necessary requirements under the HIPAA Rules.

(d) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to the Underlying Agreement, use Covered Entity PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(e) Contractor shall not use or disclose Covered Entity PHI in any manner that would violate the Privacy Rule or an Upstream BAA if done by Business Associate, except for the specific uses and disclosures set forth in subsection (a) of this Section.

(f) **Obligations of Business Associate to Provide Information.** Business Associate shall use reasonable efforts to notify Contractor of:

(g) any terms of Upstream BAAs, to the extent that such terms may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Addendum;

(h) any limitation(s) in the notice of privacy practices of any Covered Entity under 45 CFR §164.520, to the extent that such limitation is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement;

(i) any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes are known to Business Associate and may affect

(j) Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement; and

(k) any restriction on the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI.

16. **Term and Termination.**

(a) The term of this Agreement shall be effective as of the Effective Date, and shall terminate on the earlier of: (i) termination of the Underlying Agreement, unless upon termination of the Agreement Contractor needs to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, in which case termination of this Addendum pursuant to this subsection (a)(i) shall occur when Contractor no longer has any need to access Covered Entity PHI in order to perform the Services pursuant to this

Agreement, (ii) termination as authorized in this Section 5 or in Section 7, or (iii) written notice by Business Associate to Contractor of the termination of the BAA.

(b) A breach or violation by Contractor of any material term of this Agreement shall constitute a breach and shall provide grounds for immediate termination of the Underlying Agreement by Business Associate, notwithstanding any terms of the Underlying Agreement or any other agreement to the contrary. If Business Associate determines that

(c) Contractor has violated or breached a material term of this Agreement, Business Associate may:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation within such time deemed appropriate by Business Associate in its sole discretion, and terminate this Agreement upon written notice to Contractor if Contractor does not cure the breach or end the violation within the time specified by Business Associate in its sole discretion; or
- (2) Terminate this Agreement upon written notice to Contractor.

(d) Upon termination of this Agreement for any reason, Contractor shall, with respect to Covered Entity PHI:

- (1) Return to Business Associate (or, if agreed to by Business Associate, destroy) all Covered Entity PHI that Contractor still maintains in any form, provided that if Contractor determines in good faith that returning or destroying Covered Entity PHI is infeasible, Contractor shall immediately provide to Business Associate notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible;
- (2) Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the ePHI, other than as provided for in this Section 5, for as long as Contractor retains the ePHI; and
- (3) Not use or disclose any Covered Entity PHI that is retained by Contractor, other than for the purposes for which such PHI was retained and subject to the terms of this Agreement.
- (4) Upon termination of this Agreement with respect to Covered Entity PHI of a particular Covered Entity, the terms of subsection (c) of this Section shall apply with respect to the Covered Entity PHI of such Covered Entity, notwithstanding that this Agreement may

continue in effect with respect to Covered Entity PHI of other Covered Entities.

17. **Indemnification; Remedies.**

(a) Subject to the scope and monetary limitations of Section 768.28, Florida Statutes, Contractor shall indemnify, hold harmless and defend Business Associate and its officers, directors, managers, members, employees, and agents, from and against any and all Damages incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any breach of this Agreement by Contractor, (ii) any negligent, willful or improper use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor, (iii) any violation of any Privacy Law by Contractor or any Downstream Contractor, or (iv) Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor.

(b) Contractor acknowledges and stipulates that its unauthorized use or disclosure of Covered Entity PHI would cause irreparable harm to Covered Entity and Business Associate, and in such event, Business Associate shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain Damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement or any such unauthorized use or disclosure.

(c) To the extent, if any, that Business Associate is obligated to indemnify, defend or hold harmless Contractor or any Downstream Contractor in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such obligations shall not apply to any matter arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law, or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor where such use or disclosure involved a breach of this Agreement or violation of any Privacy Law by Contractor or any Downstream Contractor.

18. **Agreement to Comply with Law.** The Parties hereby acknowledge that Privacy Laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Underlying Agreement may be required to provide for different or additional procedures to ensure compliance with such developments. The Parties agree to cooperate in amending this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other Privacy Laws. Business Associate may terminate the Underlying Agreement upon written notice in the event Contractor fails or refuses to amend this Agreement as reasonably requested by Business Associate in order to comply with Privacy Laws.

19. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in full force and effect. This Addendum shall control to the extent of any inconsistency between this Addendum and the Agreement.

20. **Independent Contractors.** Contractor is retained by Business Associate as an independent contractor, and not as an agent. The provisions of this Agreement are intended to create any partnership, joint venture, agency or employment relationship between Business Associate and Contractor or between any Party and the employees, agents or independent contractors of the other Party. Business Associate shall neither have nor exercise any direction or control over the manner or methods by which Contractor performs the services under this Agreement.

21. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and other Privacy Laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

22. **Regulatory References.** A reference in this Agreement to any section or subsection of any Privacy Law shall mean the section or subsection as in effect or as amended.

23. **Notification.** All notifications by Contractor required under this Agreement shall be in writing addressed to Business Associate at the address for notices to Business Associate as set forth in this Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to the Agreement. All notifications by Business Associate required under this Agreement shall be in writing addressed to Subcontractor at the address for notices to Contractor as set forth in the Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to this Agreement.


24. **Survival.** The obligations of Contractor and the rights of Business Associate under Sections 2, 3, 5(c) and (d), 6, 7 and 12 of this Agreement shall survive the termination of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE:
MEDICAL RISK SOLUTIONS, LLC dba
MY HEALTH ONSITE

CONTRACTOR:
FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Print Name: Brian Branham
Title: Vice President

By: _____
Print Name: _____
Title: _____

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EXHIBIT E1

Nondisclosure and Confidentiality Agreement

This Nondisclosure Confidentiality Agreement (the "Agreement") is entered into by and between **Flagler County Board of County Commissioners**, with its principal offices at **1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110** ("Disclosing Party") and **Medical Risk Solutions, LLC, dba My Health Onsite** located at **2710 Rew Circle, Suite 200, Ocoee, FL 34761** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the management and employees of the Employee Health Center for the Osceola County Tax Collector and its employees, retirees and dependents by the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential

Information immediately upon termination of this Agreement if Disclosing Party requests it in writing.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party - Flagler County Board of County Commissioners

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

Receiving Party - Medical Risk Solutions, LLC dba My Health Onsite

 _____ (Signature)

Brian Branham (Typed or Printed Name)

Date: 8/20/2024

EXHIBIT E2

Nondisclosure and Confidentiality Agreement

This Nondisclosure Confidentiality Agreement (the "Agreement") is entered into by and between **Medical Risk Solutions, LLC, dba My Health Onsite** located at **2710 Rew Circle, Suite 200, Ocoee, FL 34761** ("Disclosing Party") and **Flagler County Board of County Commissioners**, with its principal offices at **1769 E. Moody, Blvd, Bldg 2, Bunnell FL 32110** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the management an Employee Health Center for the Osceola County Tax Collector and its employees, retirees and dependents by the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential

Information immediately upon termination of this Agreement if Disclosing Party requests it in writing.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party - Medical Risk Solutions, LLC dba My Health Onsite

 _____ (Signature)

Brian Branham _____ (Typed or Printed Name)

Date: 8/20/2024

Receiving Party – Flagler County Board of County Commissioners

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
EVALUATION MATRIX (SHORTLISTING)
Onsite Health and Wellness Center**

| Evaluation Criteria | Possible Points | Concentra | Marathon | MyHealth |
|---|------------------------|------------------|-----------------|-----------------|
| Cost, Project Approach, Schedule and Availability | 30 | 20.80 | 23.20 | 23.00 |
| Company/Proposer Professional and Financial Qualifications | 25 | 21.80 | 21.80 | 23.80 |
| Related Work Experience/References | 25 | 20.60 | 20.00 | 23.00 |
| Financial Resources, Financial Stability/Financial Report | 10 | 8.60 | 8.00 | 8.20 |
| Advertising and Marketing Plan | 10 | 8.20 | 8.00 | 8.40 |
| Local Preference | 5 | 0.00 | 0.00 | 5.00 |
| Score | 105 | 80.00 | 81.00 | 91.40 |

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

SUBJECT: Consideration to Amend the FY 2023-24 Budget in the Amount of \$62,400 and Approve the Purchase of Nine Lucas Automated CPR Devices.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: In November of 2023, Flagler County Fire Rescue was contacted by the State of Florida Department of Health to gauge interest in the potential of improving CPR outcomes with the addition of automated compression devices. The answer was a resounding yes. To receive funding for \$62,400 dollars to purchase, the automated CPR devices FCFR is required to comply with a scope of work issued by the Department of Health that includes the following:

1. Submit a first responder high performance resuscitation Training Plan to the Department Contract Manager for review and approval within 30 days of the issuance of the Purchase Order.
2. Conduct HP-RT workforce training(s) in accordance with the approved Training Plan. All trainings must be completed by June 30, 2024.
3. Document HP-RT workforce training(s) in accordance with the approved Training Plan. All training documentation must be submitted by June 30, 2024.

Flagler County Fire Rescue completed the required training, paperwork and application submission March 20, 2024. The County's Clerk's Office received a wire transfer from the State of Florida in the amount of \$62,400 on May 16, 2024. Flagler County Fire Rescue conducted training and field testing on two automated CPR devices (Lucas and Defibtech). The Lucas device was found to be the most appropriate device for compatibility and ease of use.

The Fire Department is preparing to deploy an automated CPR device on every transport unit with plans to expand to all units in the future. To achieve this goal, we seeking to initially deploy nine automated CPR devices at a cost of \$103,908.96.

| | |
|-------------------|---------------------|
| Funding Sources | |
| State Funds | \$62,400.00 |
| EMS Capital Funds | \$41,508.96 |
| Total | \$103,908.96 |

STRATEGIC PLAN:

Focus Area: Public Health & Safety

- Goal 3 - Improve Public Safety Response and Service Delivery Capabilities.
 - Objective PHS 3.3: Protect life, property, and the environment from the effects of fire, medical emergencies, disasters, and hazardous materials accidents to current and expanding service delivery areas.
 - Objective PHS 3.4: Ensure adequate training, available resources, and current technology to effectively respond to, mitigate, and recover from any local, state, or national event.

FUNDING INFORMATION: State of Florida Workforce training funds of \$62,400 will be appropriated with approval of the Unanticipated Revenue Resolution. The remaining balance of \$41,508.96 has been identified as savings from the existing operating budget and will be transferred to the EMS division.

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

DEPARTMENT CONTACT: Michael Tucker, Fire Rescue Chief (386) 313-4255

RECOMMENDATIONS: Request the Board approve the Purchase of Nine Lucas automated CPR devices, the Unanticipated Revenue Resolution, and authorize the Chair to execute any documents necessary to effectuate the purchase as approved to form by the County Attorney.

ATTACHMENTS:

1. Unanticipated Revenue Resolution

RESOLUTION 2024 - __

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE GENERAL FUND BUDGET FOR FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE

WHEREAS, it is necessary to increase the General Fund 1001 to receive unanticipated revenue from the State of Florida; and

WHEREAS, Section 129.06, 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 that the General Fund 1001 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 3rd day of September 2024.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan  Digitally signed by Sean S. Moylan
Date: 2024.08.20 10:51:01 -04'00'

Sean S. Moylan, Deputy County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|------------------|---|----------|------------|--------------------------------|-------------------------|--------------|--------------|---------------|----------------|-----|
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | | |
| 2024 | 11 | 112526 | 08/15/2024 | 139 | BUA FDCPRURR | 1 2 | | | | |
| 1 | 00113371 | 337203 | | General Fund | State of Florida | | .00 | -62,400.00 | -62,400.00 | |
| | 1001-001-0000-337200-330-00-000-000-337203- | | | | | | 08/15/2024 | | | |
| 2 | 10111230 | 564000 | | Emergency Services Fire Rescue | Machinery and Equipment | | 2,411,440.00 | 62,400.00 | 2,473,840.00 | |
| | 1001-111-1110-526600-520-52-000-000-564000- | | | | | | 08/15/2024 | | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: dnicholas

| YEAR PER | JNL | ACCOUNT | DESC | REF 1 | REF 2 | REF 3 | ACCOUNT | DESC | T | OB | DEBIT | CREDIT |
|--------------------------------|--|------------|----------|-------|-------|-------|---------|-------------------------|---|----|-----------|-----------|
| 2024 | 11 | 112526 | | | | | | | | | | |
| BUA | 1001-001-0000-337200-330-00-000-000-337203- | 08/15/2024 | FDCPRURR | 139 | | | T | State of Florida | | 5 | | 62,400.00 |
| BUA | 1001-111-1110-526600-520-52-000-000-564000- | 08/15/2024 | FDCPRURR | 139 | | | T | Machinery and Equipment | | 5 | 62,400.00 | |
| | | | | | | | | | | | .00 | .00 |
| | | | | | | | | | | | | |
| BUA | 1001-000-0000-0000000-000-00-000-000-241000- | 08/15/2024 | FDCPRURR | 139 | | | | Appropriations | | | | 62,400.00 |
| BUA | 1001-000-0000-0000000-000-00-000-000-171000- | 08/15/2024 | FDCPRURR | 139 | | | | Estimated Revenues | | | 62,400.00 | |
| | | | | | | | | | | | | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | | | | 62,400.00 | 62,400.00 |
| JOURNAL 2024/11/112526 TOTAL | | | | | | | | | | | 62,400.00 | 62,400.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| FUND | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|--|----------|--------|------------|---------------------|-----------|-----------|
| 1001 General Fund | 2024 11 | 112526 | 08/15/2024 | | | |
| 1001-000-0000-000000-00-00-000-000-171000- | | | | Estimated Revenues | 62,400.00 | |
| 1001-000-0000-000000-00-00-000-000-241000- | | | | Appropriations | | 62,400.00 |
| | | | | FUND TOTAL | 62,400.00 | 62,400.00 |

** END OF REPORT - Generated by Daniel Nicholas **

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

SUBJECT: Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Fixed Asset Policy.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: Pursuant to the provisions of Chapter 274, Florida Statutes, the Board of County Commissioners must declare items as surplus and authorize the disposal of all tangible personal property, owned by the governmental unit, of a non-consumable nature. The items on this list were pulled for surplus in 2024 for inactivity as well as other items. The list was sent to the purchasing manager to create a master list to present to the Board.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability

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

DEPARTMENT CONTACT: Robert Rounds, Purchasing Manager (386)-313-4097
Richard Zufelt, Property Control Agent (386) 313-4061

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

ATTACHMENTS:

1. Surplus List

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

SUBJECT: Consideration of Fiscal Year 2023-24 Budget Transfer from Health Insurance Fund Reserves and between departments of the Health Insurance Fund (1501).

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: Additional funding is required for the Health Insurance Fund primarily related to increased claims

FUNDING INFORMATION: Staff is requesting a Budget Transfer in the amount of \$2,000,000 from the Health Insurance Fund Reserves. Staff is also requesting that an additional \$302,000 be transferred between two different departments within the Health Insurance Fund, as savings from the Employee Health Clinic contract have been identified.

DEPARTMENT CONTACT: E. John Brower, Financial Services Director (386) 313-4036

RECOMMENDATION: Request the Board approve the Budget Transfer.

ATTACHMENTS:

1. Budget Transfer

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 1

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|----------|---|----------|------------|---------------------|---------------------------|----------|--------------|------------------|----------------|-----|
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY | AMEND | | | |
| 2024 | 11 | 113938 | 08/22/2024 | 145 | BUA 1501TSFE0Y | 1 | 1 | | | |
| 1 | 50109062 | 534006 | | HealthIns/Health Cl | Other Contracted Services | | 909,427.00 | -152,000.00 | 757,427.00 | |
| | 1501-102-0906-590900-580-00-000-000-534006- | | | | EOY COSTS | | 08/22/2024 | | | |
| 2 | 50109062 | 552008 | | HealthIns/Health Cl | Health Clinic Medicines | | 165,764.00 | -150,000.00 | 15,764.00 | |
| | 1501-102-0906-590900-580-00-000-000-552008- | | | | EOY COSTS | | 08/22/2024 | | | |
| 3 | 50150000 | 598020 | | HealthIns/Reserves | Reserve - Future Use | | 2,535,312.00 | -2,000,000.00 | 535,312.00 | |
| | 1501-150-5000-000000-590-00-000-000-598020- | | | | EOY COSTS | | 08/22/2024 | | | |
| 4 | 15144030 | 599007 | | Non Departmental | Claims - Health Insurance | | 7,100,000.00 | 2,302,000.00 | 9,402,000.00 | |
| | 1501-149-4906-590900-580-00-000-000-599007- | | | | EOY COSTS | | 08/22/2024 | | | |
| | | | | | | | | ** JOURNAL TOTAL | 0.00 | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: BA11en

| YEAR | PER | JNL | ACCOUNT | DESC | REF 1 | REF 2 | REF 3 | T | OB | DEBIT | CREDIT |
|------------------------------|---|--------|---------------------------|------|-------|-------|-------|---|--------------|-------|--------------|
| 2024 | 11 | 113938 | | | | | | | | | |
| BUA | 1501-102-0906-590900-580-00-000-000-534006- | | Other Contracted Services | | | | | 5 | | | 152,000.00 |
| | 08/22/2024 1501TSFE0Y 145 | | EOY COSTS | | | | | T | | | |
| BUA | 1501-102-0906-590900-580-00-000-000-552008- | | Health Clinic Medicines | | | | | 5 | | | 150,000.00 |
| | 08/22/2024 1501TSFE0Y 145 | | EOY COSTS | | | | | T | | | |
| BUA | 1501-150-5000-000000-590-00-000-000-598020- | | Reserve - Future Use | | | | | 5 | | | 2,000,000.00 |
| | 08/22/2024 1501TSFE0Y 145 | | EOY COSTS | | | | | T | | | |
| BUA | 1501-149-4906-590900-580-00-000-000-599007- | | Claims - Health Insurance | | | | | 5 | 2,302,000.00 | | |
| | 08/22/2024 1501TSFE0Y 145 | | EOY COSTS | | | | | T | | | |
| JOURNAL 2024/11/113938 TOTAL | | | | | | | | | | .00 | .00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| FUND | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---------|------|-----|-----|----------|---------------------|-------|--------|
| ACCOUNT | | | | | | | |
| | | | | | FUND TOTAL | .00 | .00 |

** END OF REPORT - Generated by Brandy Allen **

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

SUBJECT: Termination of Lease of Historic Courthouse with First Baptist School of Palm Coast and Interlocal Agreement with the School District of Flagler County for Lease of Historic Courthouse.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: The First Baptist Church of Palm Coast has leased the Historic Courthouse in downtown Bunnell from Flagler County since 2015. The lease term expires June 30, 2025. However, the church has completed the construction of its own facility in Palm Coast and will no longer need the courthouse after the end of the current school year.

On August 20, the School District of Flagler County approved the Interlocal Agreement for Lease of the Historic Courthouse.

Major deal points of the new lease as presently written are as follows:

- Initial term of two-years, commencing September 3, 2024.
- School Board has option to renew for two additional five-year terms; 10 years total.
- School Board may only use facility for purposes associated with its educational mission and ancillary uses.
- School Board may not alter the historic façade.
- Monthly rent will be \$9,380 and will increase by 4% each year. This represents the holding costs of the facility to the County.
- On each anniversary date, the School Board has the option to assume maintenance responsibilities and have its rent reduced by the cost the maintenance would otherwise cost the county.
- After the initial term of two years, the School Board has the option to purchase the facility subject to the County's right of refusal. Property would be deed restricted for public purpose use only and to preserve historic façade.
- School Board is responsible for utilities, janitorial, solid waste, and groundskeeping.

STRATEGIC PLAN:

Focus Area: Effective Government

Objective EG 2.1: Create a culture of collaboration with municipalities and community partners.

Focus Area: Growth & Infrastructure

Objective GI 3.2: Preserve and expand access to historic structures and unique natural areas.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jorge Salinas, Deputy County Administrator
Sean Moylan, Deputy County Attorney

RECOMMENDATIONS: Approve termination of lease with First Baptist School; Approve the Resolution and Interlocal Agreement to Lease Historic Courthouse to the School District.

ATTACHMENTS:

1. Termination of Lease
2. Resolution Approving Lease to School District
3. Interlocal Agreement with School District for Lease of Historic Bunnell

TERMINATION OF SPACE USE AGREEMENT

Flagler County, a political subdivision of the State of Florida (“County”), and First Baptist Church of Palm Coast Christian School, Inc., a Florida not for profit corporation (“First Baptist”), hereby enter into this Termination of Space Use Agreement (“Termination”).

WHEREAS, the County and First Baptist entered into that certain Space Use Agreement on March 2, 2015, whereby the First Baptist leased from County the Historic Courthouse in the City of Bunnell and associated facilities for use as a private school (the “Lease”); and

WHEREAS, the initial term of the Lease runs for ten years until February 2025; however, the First Baptist has constructed a school facility of its own and will not have need of the Historic Courthouse after the 2023-2024 school year, and the School District of Flagler County has expressed interest in leasing the Historic Courthouse; and

WHEREAS, Section S.8 of the Lease provides that the Lease may be altered by a written instrument executed by the County and First Baptist.

NOW THEREFORE, in consideration of the mutual obligations herein, the parties agree as follows.

1. The Term of the Lease is modified to terminate on August 31, 2024. All other terms and conditions of the Lease remain in full force and effect.
2. This Amendment will take effect upon its full execution by the parties below.

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

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

ATTEST:

Date

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.07.23 08:57:17 -04'00'

Sean S. Moylan, Deputy County Attorney

**FIRST BAPTIST CHURCH OF PALM
COAST CHRISTIAN SCHOOL, INC.**

ATTEST:

Signature

Signature

Print Name, Title

Print Name, Title

Date

RESOLUTION 2024 - ____**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, APPROVING THE LEASE OF THE HISTORIC COURTHOUSE IN THE CITY OF BUNNELL TO THE SCHOOL DISTRICT OF FLAGLER COUNTY**

WHEREAS, the School District of Flagler County (“School Board”) has requested to lease the Historic Courthouse in the City of Bunnell (“Courthouse”) from the Flagler County Board of County Commissioners (“County Commission”) to utilize the facility for the School Board’s educational mission and ancillary uses; and

WHEREAS, the County Commission is agreeable to the School Board’s request as the Courthouse is not otherwise needed for County purposes; and

NOW THEREFORE, be it resolved by the County Commission, as follows:

1. The County Commission approves the lease of the Historic Courthouse to the School Board for the School Board to utilize for educational purposes and ancillary uses. The initial term of two years with the option to renew for two additional four-year terms, for a total of ten years. Monthly rent for the first year will be \$9,380.00 and will increase by 4% each year.
2. After the first anniversary date, the School Board has the option to assume the maintenance of the Courthouse and to have its rent reduced by the cost of same. In addition, after the initial term, the School Board shall have the option to purchase the facility subject to the County Commission’s right of refusal.
3. Further terms and conditions are set forth in the Interlocal Lease Agreement presented to the County Commission on September 3, 2024.
4. This Resolution is adopted in compliance with Section 125.38, Florida Statutes.

ADOPTED AND RESOLVED, this 3rd day of September 2024.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Andrew S. Dance, Chair

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.21 14:47:32 -04'00'

Sean S. Moylan, Deputy County Attorney

INTERLOCAL AGREEMENT FOR LEASE OF HISTORIC COURTHOUSE

This Interlocal Agreement for Lease of Historic Courthouse (“Agreement”) is entered into by and between the Flagler County, a political subdivision of the State of Florida acting through its Board of County Commissioners, (the “County”), and the School District of Flagler County, an agency of the Florida State government, acting through its School Board, (the “District”). The County and the District may be collectively referred to as the “Parties,” and individually referred to as “Party”.

1. Contact. The contact information of the Parties for purposes of notice under this Agreement are as follows:

Party: School District of Flagler County
Address: 1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Contact: Facilities Director
Telephone: (386) 437-7526
E-mail: freemand@flaglerschools.com

Party: Flagler County
Address: 1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Contact: General Services Director
Telephone: (386) 313-4020
Email: mdickson@flaglercounty.gov

2. Facility.

A. For and in consideration of the covenants and obligations specified in this Agreement, the County hereby leases the Historic Courthouse building in Bunnell and associated facilities, located at 201 East Moody Boulevard, Bunnell, Florida, to the District, and District leases the facility from the County, all subject to the terms, conditions and limitations herein expressed. The lease includes the facility, parking lot, entryways and property, as further depicted on Exhibit “A”, attached hereto and incorporated herein by reference (hereinafter the “Facility”).

B. The District acknowledges that it has examined the condition of the Facility, has determined that the Facility is acceptable for its intended and permitted uses, and waives any and

all defects that may exist within the Facility. Further, the County shall not be responsible to the District, its officers, agents, employees, guests or invitees, for any damage or injury caused by or due to the Facility, or any appurtenance thereof being improperly constructed or being out of repair.

3. Use of Facility.

A. The District shall use the Facility solely for the purposes associated with its educational mission including ancillary uses that support other compatible organizations and programs which may serve to increase outreach and services to the community. Said use and operations shall comply with all rules and regulations of the state and local rules, regulations and ordinances. The District may also use the Facility 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 Facility is used, developed, operated and maintained is important to the County by reason of the historical significance of the Facility and its importance to County residents and visitors to the County. The District therefore agrees to develop, operate and maintain the Facility consistent with the standards agreed upon herein. The District shall not make alterations to the historical façade of the Historic Courthouse, and any work done on the façade shall require the prior written approval of the County Administrator or designee.

C. In no event shall the Facility be used for any purpose which would constitute a public or private nuisance, including but not limited to, outside storage, storage of salvage or junk, or any use not specifically permitted herein. Further, the District shall not permit any unlawful business or trade to be conducted at the Facility or any use hereof that is contrary to applicable legal and zoning requirements. The County shall have the right to terminate this Agreement in accordance with the procedures set forth in Paragraph 10(I) should District utilize the Facility in any manner inconsistent with the approved uses set forth herein.

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

4. Rent.

A. Rent. In consideration of the rights granted hereunder by County, the District hereby agrees to pay the County Rent, in the amount of \$9,380.00, paid in advance, beginning September 3, 2024, and then on the first day of each calendar month thereafter. The rent will increase on each anniversary date by 4% to account for cost-of-living increases and will be rounded to the nearest whole dollar.

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.

5. Effective Date/Term/Renewals/Option to Assume Maintenance and Purchase.

A. Effective Date. This Agreement shall become effective on the date of signature of the last Party to sign this Agreement (“Effective Date”). For the convenience of the parties, as used herein, the phrase, “anniversary date,” shall mean September 1st of each year.

B. Initial Term. The Term of this Agreement will commence on September 3, 2024, and shall remain in full force and effect until August 31, 2026, unless sooner terminated in accordance with the terms and provisions hereof.

C. Renewal Terms. So long as the District is not in default of any of the terms herein and has no payment arrearages, this Agreement may be renewed by the District for two (2) additional four-year terms. The County shall advise the District in writing in the event of a default which results in an extinguishment of the right to automatic renewal of this Agreement. Absent such notice, this Agreement shall automatically renew unless the District gives written notice of an election not to exercise this option at least ninety (90) days prior to the expiration of the then-existing term. Such option shall thereafter be and become null and void and of no further force and effect.

D. Option to Assume Maintenance. On each anniversary date of this Agreement, the District shall have the option to assume certain maintenance obligations originally undertaken by the County pursuant to Paragraph 10(A)(1) below. In consideration of assuming said obligations, the District’s rent will be reduced to cover only the County’s cost of insuring the building plus any maintenance costs agreed to remain the responsibility of the County. To invoke this provision, the District will provide the County at least thirty days advance notice prior to the anniversary date.

E. Option to Purchase. In addition, so long as the District is not in default of any of the terms herein and has no payment arrearages, the District shall have the option any time after the end of the initial term to purchase the Facility and take fee simple ownership thereof, subject to the County’s right of refusal. To exercise this option, the District must provide the County one hundred eighty (180) days prior notice of its desire to exercise the option to purchase. Upon receipt of the District’s notice of exercising the option to purchase, the County will have thirty days to provide notice of refusal. After the expiration of thirty days, the right of refusal shall become null and void and of no further force and effect. The purchase price shall be the average appraisal price determined by an appraiser hired by the County and an appraiser hired by the District. The appraisers must be state certified general real estate appraisers. It is acknowledged and agreed that the deed conveying ownership of the Facility to the District shall contain

restrictions that the Facility may only be used for public purposes and that the façade of the Historic Courthouse shall be preserved in perpetuity.

6. Amount of Insurance Required. The County will maintain property insurance for the Facility. The following types of insurance are required to be carried by the District, at its own cost and expense, throughout the Term of this Agreement. The amounts of such required coverages are:

| | |
|------------------------------|--|
| Commercial General Liability | \$5,000,000 combined single limits, per occurrence based |
| Fire Legal Liability | \$100,000 |
| Workers Compensation | As required by the laws of Florida. |
| Automobile Liability | \$1,000,000 |
| Professional Liability | \$1,000,000 per claim, \$2,000,000 aggregate |

Prior to the Effective Date, the District shall cause certificates of insurance to be furnished to the County, evidencing all such 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. Utility and Service Charges. The District, at its sole cost and expense, shall cause the installation of and promptly pay for all utility, communication and other services furnished to, or consumed within, the Facility, including, but not limited to, electricity, cable, water, sewer, heat, telephone, janitorial, grounds maintenance, solid waste handling and removal, including garbage pickup and any use of commercial dumpsters, and all charges related to any of these services, including any tap-in, connection and/or impact fees. For those utility services which are already in place, the District shall cause the associated billing to be transferred to the District's name District as soon as possible, but in no case later than September 15, 2024.

8. Improvements to Facility.

A. Improvements to Facility by County. The County retains the right to make improvements to the exterior façade of Facility, during the term of the District's tenancy, to include applying for historic grants and historic restorations in the future. However, the County shall coordinate such activities with the District and shall not otherwise interfere with the ability of the District to operate a school, including school administration, or other educational programming.

B. Improvements to Facility by District.

1. The District desires to make certain alterations and improvements to the Facility to improve safety, efficiency, and functionality for educational purposes (the “District Improvements”), using the District’s own funds, in compliance with all applicable County ordinances and codes, state and federal statutes, rules and regulations, the City of Bunnell Comprehensive Plan, the building codes, and the City of Bunnell 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.

2. The District shall select and engage qualified architects, engineers and other necessary professionals, and shall cause the preparation of design and construction documents for the District Improvements. The construction documents shall detail the requirements for the construction of the District Improvements, based on materials and systems selected by the District. Following preparation of the design and construction documents, the District will provide a copy to the County Administrator, for review and approval, which shall not be unreasonably withheld, conditioned or delayed.

3. The District shall obtain all necessary permits, approvals, and licenses required for the construction, use and occupancy of the District Improvements. The District shall further provide, or cause to be provided, a payment and performance bond, or similar form of security.

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

5. Construction of the District Improvements shall be in accordance with the design and construction documents as approved by the County Administrator, which shall not be unreasonably withheld.

6. The District Improvements shall be made in a good, workmanlike and lien free manner. Upon completion, the District shall deliver to the General Services Director an “as built” set of plans and specifications for the District Improvements.

7. Upon receipt of a written request from the County during the District’s tenancy under this Agreement, the District shall assign in writing to the County all rights which District may then possess against (1) any parties who prepared the construction documents for the District Improvements, and (2) all contractors, subcontractors and material suppliers for the District Improvements, reserving to the District the right to subsequently prosecute any claims against said parties that may arise as a result of any claims, action, loss, damage or expense sustained by the District arising out of any of the construction documents for the District Improvements or the construction of the District Improvements.

8. For the separate consideration of valuable consideration paid to it by the County, receipt of which is hereby acknowledged, the District agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against all liabilities, losses, damages (including theft and loss of use), expenses, actions, demands and claims (including reasonable attorneys' fees) in connection with or arising out of any physical injury or alleged physical injury to persons (including death), or damages or losses or alleged damages or losses to tangible property or the use or loss of use thereof, sustained or alleged to have been sustained in connection with or to have arisen out of the design or construction of the District Improvements except to the extent caused by the County's willful misconduct or gross negligence.

C. Additional Improvements.

1. Upon possession of the Facility, and following completion of the District Improvements, the District, at its sole cost and expense, may make additional improvements, construct any additional buildings, facilities, or make any changes, alterations or improvements 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 General Services Director, in writing. For all other work, the District must obtain written approval from the County Administrator or designee. The additional improvements shall proceed in accordance with, and be subject to, the requirements set forth in Paragraph 8(B), above.

9. Interest of County Not Subject to Liens. It is mutually agreed that neither the fee simple title to the Facility, nor any interest of the County in the Facility may be subject to liens of any nature arising by reason of any act or omission of the District or any person claiming under, by or through the District, including but not limited to, mortgage liens, mechanics' and materialmen's liens. If, because of the District'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 Facility, or in the event any other type of lien is filed against the County on any portion of the Facility, the District shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within ninety (90) days from the date of the County's written notice.

10. General Terms and Conditions.

A. Repairs and Maintenance.

1. **County Maintenance Obligations.** During the District's tenancy under this Agreement, the County will maintain the following items: exterior façade of the Historic Courthouse; HVAC units; the roof and structural elements including plumbing; fire alarms, smoke detectors, exit signage, fire sprinklers, and fire extinguisher certifications; security system; elevator maintenance, licensing, and phone; and termite/pest control.

2. **District Maintenance Obligations.** During the District's tenancy under this Agreement, the District, at its own cost and expense, shall provide janitorial services to the Facility and keep all exterior grounds, buildings, structures, improvements, equipment, fixtures,

furnishings and other property installed in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The District shall use all reasonable precaution to prevent waste, damage or injury to the Facility. Should the District fail to keep and maintain the Facility in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage or injury to the Facility, the District shall be deemed to be in default, pursuant to Paragraph 10(I).

3. **Duty to Clean and Ventilate.** The District hereby acknowledges mold and mildew can grow in the Facility if the Facility is not properly maintained and ventilated. Consequently, the District agrees to allow air to circulate in the Facility. District further agrees to notify County immediately whenever District learns of any condition which could lead to a buildup of moisture in the Facility, including, but not limited to plumbing leaks, broken window or door seals, accumulation of rainwater or other moisture around windows or doors, broken water lines or sprinklers, inoperable doors or windows and/or any failure or malfunction in the heating, ventilation or air-conditioning system in the Facility. If District notices mold or mildew growing in the Facility, District agrees to notify County of the condition immediately in writing.

B. Maintenance By Default. In the event the District does not cure the breach of its duty to maintain, the County shall have the option in its sole discretion to perform the maintenance and to recover such costs from the District. The District 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 Facility and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the District or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the District's use or occupancy of the Facility, reasonable use and wear excepted. The District 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 Facility 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 District 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 Facility and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the District or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the District's use or occupancy of the Facility. Any sums not paid by the District within thirty (30) days from the date of the County's invoice(s) for its costs incurred under this subparagraph shall be treated as additional Rent owed to the County by the District and shall be treated under the same provisions as are applicable to delinquent Rent payments. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the District's duty to maintain and repair as herein provided.

C. District's Property. Any and all furnishings, inventory, and/or personal property belonging to, or brought onto the Facility by the District or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the District. The District may place and install trade fixtures and other personal property on the Facility for use in connection with its operations hereunder. The District shall, however, be responsible for the cost of repairing any damage to the Facility or any other improvements which are caused by the 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 Facility by the District as a necessary part of the District's operations, and other lawfully present personal property on the Facility.

D. County’s Right to Enter. The County and its designated agents shall have the right to enter the Facility 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 Facility is occurring or imminent, the County may enter any portion of the Facility for the purpose of controlling the emergency situation.

E. Taxes and Assessments. The District 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 Facility, the District’s interest therein and the property and improvements of the District for the Term hereof or attributable to the District’s activities at the Facility. 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 District 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 District 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 District’s obligations under this Paragraph 10(E) 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 District.

F. Rules and Regulations. The District covenants and agrees to observe and comply 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 and the use of its facilities. The District 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 District in its use of the Facility. The District 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 District of any applicable regulation, which payment shall be made by the District 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 District’s responsibility hereunder. Any sums not timely paid shall be treated as additional Rent owed to the County by the District and shall be treated under the same provisions as are applicable to delinquent rental payments.

G. Indemnification. Notwithstanding anything herein to the contrary, the obligation of the District to indemnify the County *infra* is subject to the scope and monetary limitations of Section 768.28, Florida Statutes, and further, is not intended to be a waiver of the District’s

sovereign immunity, nor should anything herein be construed as a right of third parties to sue the District or County. Subject to the foregoing limitations, the District 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 District'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 District or its officers, agents, employees, contractors, subcontractors, 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 District. 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 District under this Agreement.

H. Assignment and Subletting.

This Agreement is personal to the District. Accordingly, the District may not assign this Agreement or sublet any portion of the Facility 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 District shall provide the County with copies of the sublease(s) and any amendments thereto. Any such sublease approved by the County shall include a requirement for the subtenant to maintain insurance policies satisfactory to the County and naming the County as additional insured. 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.

I. Defaults and Remedies.

1. Defaults by District. 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 District" to the greatest extent allowed by law:

- a. Abandonment of Facility, or a discontinuation of the District's operations.
- b. District's material misrepresentation of any matter related to this Agreement.
- c. Filing of insolvency, reorganization plan, or arrangement of bankruptcy.
- d. Adjudication as bankrupt.
- e. Making a general assignment for the benefit of creditors.
- f. If the District suffers this Agreement to be taken under any writ of execution and/or other process of law or equity.
- g. The District's failure to utilize the Facility as required in this Assignment.
- h. Any lien is filed against the Facility, 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 the District is contesting in good faith the validity of such lien and such lien is appropriately bonded.
- i. Failure to continuously abide by all the insurance provisions required in Paragraph 6.
- j. Failure of the District to perform or comply with any 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 the District thirty (30) days' written notice. However, the occurrence of any of the events set forth in this paragraph shall constitute a material breach and default by the District, and this Agreement may be immediately terminated by the County except to the extent then prohibited by law.

2. Remedies of the County.

a. In the event of the occurrence of any of the foregoing defaults and termination of this Agreement by the County, the District shall become immediately a District-at-sufferance in accordance with Florida law, and the 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, furnishings, inventory and personal property from the Facility. Any property removed may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the District, 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 District 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 District for said disposal.

b. The County may sue for direct, actual damages arising out of such default by the District 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 District under this Agreement. For this purpose, the District agrees that the 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 District's default under this Agreement.

J. Surrender at End of Term/Termination.

1. At the end of the Term or upon the earlier termination of this Agreement, the District agrees to surrender and yield possession of the Facility, 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 District 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 District 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 Facility. If the District fails to remove such furnishings, inventory, personal property, trade fixtures and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of the County's written notice, whichever is later, the County may remove and dispose of any furnishings, inventory, personal property, trade fixtures, and improvements not removed by the District. In that case, the District is deemed by this Agreement to have sold, assigned and transferred to the County all of the District's right, title and interest in the furnishings, inventory, personal property, trade fixtures, and improvements not removed by the District.

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.

K. Holding Over. It is agreed that if the District, or any assignee or sub-tenant thereof, shall continue to occupy the Facility 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.

L. Costs and Attorneys' Fees. In the event that the 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 one 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 losing 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.

M. Sums Paid by County. If the County has paid any sum or sums or has incurred any obligation or expense which the District 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 District 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 District 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.

N. Brokerage Commissions. The District warrants that no real estate commission is payable by the County to any person or entity in connection with this Agreement, and the District does hereby agree to indemnify 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 therefore.

O. County's Reserved Rights.

The County reserves the right, during the term of the District's tenancy, for itself and others to utilize and maintain existing utility easements over, under, across and through the Facility, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Facility and to grant necessary utility easements therefor.

P. Hazardous Materials.

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. **District’s Agreement.** The District 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 the Facility.

3. **Environmental Indemnity.** The District 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 District of its obligations contained in Subparagraph (P)(2) above, or any Release of Hazardous Materials from, in, or about the Facility caused by the act or omission of the District, its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees.

4. **Environmental Audit.** Upon reasonable notice to the District, the County may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of the District’s operations to determine whether the District has breached its obligations under Subparagraph (P)(2) above. The District shall pay all costs associated with said investigation if such investigation shall disclose any such breach by the District.

S. 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 District’s right to possession of the Facility, 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 District 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. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements heretofore 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.

8. 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.

9. 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. Any trial of a dispute between the parties shall be a bench trial, and both parties expressly waive the right to trial by jury.

10. Nothing in this Agreement shall abrogate or waive either Party's Sovereign Immunity or the provisions of §768.28, *Florida Statutes*.

11. 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.

12. 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.

13. 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 the District.

14. 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.

[This space intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives below.

APPROVED by Flagler County this 3rd day of September 2024.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Andrew S. Dance, Chair

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

1769 E. Moody Blvd., Bldg. 1
Bunnell, FL 32110

APPROVED AS TO FORM:

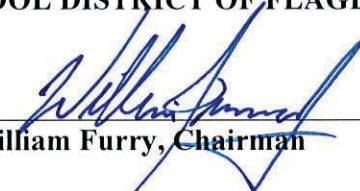
Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.21 14:10:24 -04'00'

Sean S. Moylan
Deputy County Attorney


[Signature Page to Follow.]

Approved by the School Board on the 20th day of August 2024.

SCHOOL DISTRICT OF FLAGLER COUNTY

By: 
William Furry, Chairman

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

Lashakia Moore, Superintendent

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

APPROVED AS TO FORM:

David Delaney, Board Counsel

[Exhibit A To Follow.]

Exhibit A

LEGAL DESCRIPTION

Historic Courthouse/Annex Parcel

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) WITHIN A PORTION OF GOVERNMENT SECTION 15, TOWNSHIP 12 SOUTH RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS ALL OF BLOCK 133, OF THE SUBDIVISION PLAT TOWN OF BUNNELL, AS RECORDED IN MAP BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Parking Lot/ Open Space/Park Parcel

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) WITHIN A PORTION OF GOVERNMENT SECTIONS 14 AND 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS ALL OF BLOCK 122 OF THE SUBDIVISION PLAT TOWN OF BUNNELL, AS RECORDED IN MAP BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 9a

SUBJECT: First Reading of an Ordinance Prohibiting Smoking and Vaping in County Parks.

DATE OF MEETING: September 3, 2024

OVERVIEW/SUMMARY: This Ordinance prohibits smoking and vaping in County parks. Park patrons will not be subjected to secondhand smoke and vapors, thus improving their health and enjoyment. The Ordinance allows, but does not require, the County to set aside designated areas for smoking and vaping.

Note however, state law preempts the County from prohibiting the smoking of unfiltered cigars. Therefore, unfiltered cigars are exempted from the blanket prohibition on smoking in County parks.

This is the first of two public hearings. The second public hearing and adoption of the ordinance will be at the Board's next regular meeting on September 16th.

STRATEGIC PLAN:

Growth & Infrastructure

Goal 3 – Preserve & Enhance Cultural, Recreational & Leisure Activities

Obj. GI 3.3: Expand and enhance options for cultural, leisure and recreational activities.

Public Health & Safety

Goal 2 – Operate a Risk Reduction Program

Obj. PHS 2.1: Assess needs and utilize data to design and implement a community risk reduction program.

FUNDING INFORMATION: Costs to install signage will be come from the existing General Services Operating Budget.

DEPARTMENT CONTACT: Sean Moylan, Deputy County Attorney

RECOMMENDATIONS: Request the Board approve ordinance on first reading.

ATTACHMENTS:

1. Ordinance
2. Legal Ad
3. Business Impact Statement

ORDINANCE 2024 - ____

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING CHAPTER TWENTY-THREE, ARTICLE I, SECTION 23-2 OF THE FLAGLER COUNTY CODE PROHIBITING SMOKING AND VAPING IN COUNTY PARKS; PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING EXCEPTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 386.209, Florida Statutes, provides that counties may restrict smoking within the boundaries of any public beaches or parks that they own; however, the statute carves out an exception that counties may not restrict the smoking of unfiltered cigars; and

WHEREAS, section 386.209, Florida Statutes, also specifies that counties are not preempted from adopting ordinances imposing more restrictive regulation of vapor-generating devices than is provided in the Florida Clean Air Act, Part II, Chapter 386, Florida Statutes; and

WHEREAS, it is the intent of the Board of County Commissioners to protect visitors to County owned parks from the health hazards of secondhand tobacco smoke and vapor, and the County Commission finds that this Ordinance serves the public interest and is necessary and appropriate to protect public health, safety, and welfare.

WHEREAS, public notice of the adoption of this Ordinance has been provided in accordance with Chapter 125.66(2)(a), Florida Statutes; and

NOW THEREFORE, be it ordained by the Flagler County Board of County Commissioners as follows:

SECTION 1. FINDINGS

The above recitals are incorporated herein as true and correct and establish the legislative intent of this Ordinance.

SECTION 2. FLAGLER COUNTY CODE OF ORDINANCES AMENDMENT

Section 23-2 of the Flagler County Code of Ordinances is hereby amended as follows (additions are shown in underline format, deletions are shown in ~~strike through~~ format):

Sec. 23-2. – Prohibited Activities.

It shall be prohibited for any person in a public park or recreation area to:

* * * *

(34) Smoke cigarettes, filtered cigars, or pipes, or use any other devices to inhale smoke from burning tobacco products or to inhale vapor from vapor-generating electronic devices, unless such activities occur in an area designated for smoking or use of vapor-generating electronic device by posted signage. Provided however, this prohibition does not apply to the smoking of unfiltered cigars.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

(a) *Smoke* means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product.

(b) *Vapor* means aerosolized or vaporized nicotine or other aerosolized or vaporized substance produced by a vapor-generating electronic device or exhaled by the person using such a device.

(c) *Vapor-generating electronic device* means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

SECTION 3. CODIFICATION AND SCRIVENER'S ERRORS

- A. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of Flagler County, Florida, as additions and amendments thereto, and shall be appropriately renumbered or re-lettered to conform to the uniform numbering system of the Code. Scrivener's errors may be corrected as deemed necessary.
- B. Only Section 2 herein shall be codified within the Flagler County Code of Ordinances. Sections not specifically amended herein shall remain unchanged by this Ordinance.

SECTION 4. SEVERABILITY

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way

affect the validity of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect upon filing with the Secretary of State as provided in Section 125.66, Florida Statutes.

PASSED AND ADOPTED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 16TH DAY OF SEPTEMBER 2024.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Andrew S. Dance, Chair

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County Attorney

NOTICE BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION OF PROPOSED ORDINANCE TITLED SIMILAR TO:

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING CHAPTER TWENTY-THREE, ARTICLE 1, SECTION 23-2 OF THE FLAGLER COUNTY CODE PROHIBITING SMOKING AND VAPING IN COUNTY PARKS; PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING EXCEPTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Public hearings on the above-captioned matter will be held as follows:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS – September 3, 2024, at 9:30 a.m., or as soon thereafter as possible, and September 16, 2024, at 5:30 p.m., or as soon thereafter as possible. The hearings will be held in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida.

All interested persons are urged to attend the public hearing and be heard. Anyone wishing to express their opinion may attend, or telephone 386-313-4005 or write to: Flagler County Board of County Commissioners, 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 or email to publiccomments@flaglercounty.gov. Staff reports and other pertinent information are available for review at the Flagler County Administration Office, 1769 East Moody Boulevard, Bldg., 2, Bunnell, Florida 32110.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, A RECORD OF THE PROCEEDINGS MAY BE NEEDED AND, FOR SUCH PURPOSES, THE PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD 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 ANY OF THESE PROCEEDINGS SHOULD CONTACT COUNTY ADMINISTRATION AT 386-313-4001 AT LEAST 48 HOURS PRIOR TO THE MEETING.

BUSINESS IMPACT ESTIMATE

This Business Impact Estimate is provided in accordance with Section 125.66(3)(a), Florida Statutes.

Summary of Proposed Ordinance

This ordinance prohibits the smoking and vaping of tobacco products in Flagler County parks. Notwithstanding the foregoing prohibition, the ordinance allows the County to designate certain areas of parks with signage as areas where smoking and vaping are allowed. In accordance with the preemption of Section 386.09, Florida Statutes, the ordinance does not prohibit the smoking of unfiltered cigars in county parks.

Compliance Costs

N/A

New Charge/Fee on Businesses

N/A

Regulatory Costs

There will be incidental cost of signage to notify the public of the smoking prohibition and also to designate areas of parks where smoking and vaping are allowed, if any. The utilization of County Park and Code Enforcement staff may be required to enforce the ordinance.

Number of Businesses Impacted

It is impossible to estimate the innumerable retailers, both inside and outside of Flagler County, who may sell tobacco products to visitors of County parks. However, the consumers will likely continue to purchase the same products regardless of this ordinance.