



# Flagler County Board of County Commissioners Meeting Agenda

December 4, 2023 • 9:00 a.m.

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

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: Florida Association of Counties 2024 Photo Submissions Representing Flagler County by Patti Swenson and Lori Vetter Bowers.** *(Requested by Administration)*
  - 4b) **Proclamations:** None
  - 4c) **Presentations:** None
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  - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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) Disbursement Report for Week Ending November 10, 2023
  - 6b) **Clerk: Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
    - 1) November 6, 2023 Regular Meeting
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) **Planning and Development Board Appointments:** Request the Board consider the reappointments of Mr. Timothy Conner for the area between I-95 and the Intracoastal, south of S.R. 100, and Mr. Anthony Lombardo as an at-large member to the Planning and Development Board for a three-year term. *(Requested by Adam Mengel, Growth Management Director)*

**7-c) Consideration of Approval in the Florida Department of Emergency Management (FDEM) Hurricane Recovery Grant Program and Authorizing Resolution:** Request the Board approve the State-funded LAP Grant Agreement and the related Signature Authority and Unanticipated Revenue Resolutions. *(Requested by Jonathan Lord, Emergency Management Director)*

**7-d) Consideration and Approval of Fifteenth Amendment to the Professional Services Agreement 17-0032Q between Flagler County and Olsen Associates Inc. for the Activities Required for Modification of Existing Permits FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM) for Beach and Dune Nourishment by Dredging Operation from Osprey Drive north to the Southernmost Limit of the Exposed Nearshore Hardbottom Located North of Varn Park:** Request the Board to approve 1) Fifteenth Amendment to the Professional Services Agreement 17-032Q between Flagler County and Olsen Associates, Inc in the amount of \$645,500.00 2) approve the Unanticipated Revenue Resolution, and 3) authorize a cash advance from the General Fund not to exceed \$645,500 to Fund 1111. *(Requested by Hamid Tabassian, P.E., Asst. County Engineer and Ansley Wren-Key, Ph.D., Coastal Engineering Administrator)*

**8. General Business:** None

**9. Public Hearings:** None

**10. Additional Reports and Comments:**

**10-a) County Administrator Report/Comments**

**10-b) County Attorney Report/Comments**

**10-c) Community Outreach:** *This thirty-minute time period has been allocated for public comment for items not 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.

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 11/06/23 to 11/10/23**

item 6a(1)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/03/23	1353	P&A ADMINISTRATIVE SERVICES, INC	11.02.2023	\$876.50	P&A Flexible Spending 11.01.2023
			Check Total	\$876.50	
11/06/23	1354	P&A ADMINISTRATIVE SERVICES, INC	11.04.2023	\$1,289.15	P&A Flexible Spending 11.02.2023 - 11.03.2023
			Check Total	\$1,289.15	
11/06/23	1355	P&A ADMINISTRATIVE SERVICES, INC	11.03.2023	\$197.08	P&A Flexible Spending 11.02.2023
			Check Total	\$197.08	
11/06/23	1356	P&A ADMINISTRATIVE SERVICES, INC	11.05.2023	\$45.00	P&A Flexible Spending 11.03.2023
			Check Total	\$45.00	
11/07/23	1357	EXPRESS TAX - TTL WIRE	Payroll110923	\$117,512.45	Payroll Week 11/09/2023
			Check Total	\$117,512.45	
11/07/23	1359	P&A ADMINISTRATIVE SERVICES, INC	11.06.2023	\$60.12	P&A Flexible Spending 11.04.2023 - 11.05.2023
			Check Total	\$60.12	
11/09/23	1360	NATIONWIDE RETIREMENT SOLUTIONS INC	Payroll110923	\$7,713.11	Payroll Week 11/09/2023
			Check Total	\$7,713.11	
11/08/23	1361	OPTUMRX PBM OF ILLINOIS, INC	INV1389538	\$83,747.23	INV1389538 OptumRx 10.16.2023 - 10.31.2023
			Check Total	\$83,747.23	
11/09/23	1363	EXPERT PAY - CHILD SUPPORT WIRE	Payroll110923	\$952.05	Payroll Week 11/09/2023
			Check Total	\$952.05	
11/06/23	205796	A MOREA GROUP LLC	5277	\$1,830.60	RED SHELL - VARIOUS LOCATIONS
11/06/23	205796	A MOREA GROUP LLC	5313	\$813.60	RED SHELL - VARIOUS LOCATIONS
			Check Total	\$2,644.20	
11/06/23	205797	AMERICAN JANITORIAL, INC.	25609	\$48,644.17	AJI - INV#25609 - October Monthly - 11.01.23
			Check Total	\$48,644.17	
11/06/23	205798	ARGOS USA, LLC	93232867	\$611.75	CONCRETE AND MISC SUPPLIES-301 DR CARTER BLVD
			Check Total	\$611.75	
11/06/23	205799	CCS PRESENTATION SYSTEMS	JC6222	\$12,607.60	REPLACE BIAMP SYSTEM IN CHAMBERS
			Check Total	\$12,607.60	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/06/23	205800	CHANNEL INNOVATIONS CORPORATION	14592	\$638.49	AIR COMPRESSOR SERVICE AGREEMENT
			Check Total	\$638.49	
11/06/23	205801	CITY OF BUNNELL	01-0270-01 1023	\$445.43	1769 E MOODY BLVD #3 8.17.23-9.16.23
			Check Total	\$445.43	
11/06/23	205802	CITY OF PALM COAST	16001496	\$5,704.79	170 AVIATION DR
11/06/23	205802	CITY OF PALM COAST	16001806	\$1,760.89	2500 NW PALM COAST PKWY 9.13.23 - 10.12.23
11/06/23	205802	CITY OF PALM COAST	46068	\$2,487.02	MTHLY FUEL USAGE-STATION 21-SEPT 2023
			Check Total	\$9,952.70	
11/06/23	205803	COLLIN DILLS	TRAVEL 10.19.23	\$7.01	MOVE FROM FR ST#61 TO ST#22 FOR SHIFT COVERAGE
			Check Total	\$7.01	
11/06/23	205804	CROWNE CONSULTING GROUP, INC.	INV 103227	\$11,017.00	PROGRAM FEES - OCTOBER 2023
			Check Total	\$11,017.00	
11/06/23	205805	DANIEL NICHOLAS	REIMB 10.15.23	\$552.78	FGFOA - SCHOOL OF FINANCE
			Check Total	\$552.78	
11/06/23	205806	ELITE PRODUCTS GROUP, INC.	25807	\$5,049.00	METAL BRAKE NEEDED FOR R&B SHOP
			Check Total	\$5,049.00	
11/06/23	205807	EMPIRE COMPUTING & CONSULTING, INC.	13646	\$60.00	EQUIP MAINT FOR STATE ATTORNEY - NOV 2023
			Check Total	\$60.00	
11/06/23	205808	ENVIRONMENTAL CONTROL SYSTEMS INC	28453	\$3,985.00	PROVIDE/INSTALL DRAINAGE SYST - LEGACY HOUSE
			Check Total	\$3,985.00	
11/06/23	205809	ESQUIRE DEPOSITION SOLUTIONS, LLC	INV2611701	\$1,081.60	SPECIAL WORKSHOP MTG AND EXECUTIVE SESSION 10.9.23
			Check Total	\$1,081.60	
11/06/23	205810	FL SHORE & BEACH PRESERVATION ASSOC	2024 MEMBERSHIP DUES	\$1,000.00	2024 GENERAL MEMBERSHIP DUES

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11/06/23	205810	FL SHORE & BEACH PRESERVATION ASSOC	2024-1040	\$6,000.00	2024 BEACHWATCH MEMBERSHIP
			Check Total	\$7,000.00	
11/06/23	205811	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll1103	\$18.00	Payroll Week of 11/3/23
			Check Total	\$18.00	
11/06/23	205812	FLAGLER CO CLERK OF CIRCUIT COURT &	4959202310	\$10.00	CERTIFICATE RECORDATION 8.16.2022
			Check Total	\$10.00	
11/06/23	205813	FLAGLER CO TAX COLLECTOR	23.131228180001 22000	\$75.17	1345 FOREST PARK ST FY23 NON AD VALOREM TAXES
			Check Total	\$75.17	
11/06/23	205814	FLAGLER CO TAX COLLECTOR	23.071231065000 0A001	\$411.74	78 OLD MOODY BLVD FY23 NON AD VALOREM TAXES
			Check Total	\$411.74	
11/06/23	205815	FLAGLER CO TAX COLLECTOR	23.041329555000 00000	\$411.74	2007 CR RD 2007 FY23 NON AD VALOREM TAXES
			Check Total	\$411.74	
11/06/23	205816	FLAGLER CO TAX COLLECTOR	23.381231000004 05000	\$411.74	3333 OLD KINGS RD S FY23 NON AD VALOREM TAXES
			Check Total	\$411.74	
11/06/23	205817	FLAGLER CO TAX COLLECTOR	23.311130280000 04001	\$11.29	BUNNELL 32110 FY23 NON AD VALOREM TAXES
			Check Total	\$11.29	
11/06/23	205818	FLAGLER CO TAX COLLECTOR	23.311130000001 01000	\$11.29	3570 CR 205 FY23 NON AD VALOREM TAXES
			Check Total	\$11.29	
11/06/23	205819	FLAGLER CO TAX COLLECTOR	23.131228180000 80000	\$91.87	1072 ROSEWOOD ST FY23 NON AD VALOREM TAXES
			Check Total	\$91.87	
11/06/23	205820	FLAGLER CO TAX COLLECTOR	23.131228180001 50000	\$83.52	3795 APPLE AVE FY23 NON AD VALOREM TAXES
			Check Total	\$83.52	

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11/06/23	205821	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	4079	\$1,764.73	FIRE FLIGHT HANGAR RENT
			Check Total	\$1,764.73	
11/06/23	205822	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	4429	\$4,416.06	MONTHLY RENT AND CAM CHARGES
			Check Total	\$4,416.06	
11/06/23	205823	SHRI GOVIND LLC	6471	\$450.00	CORE PROGRAM SUPPLIES - 90 BUPREN/NALOXO
			Check Total	\$450.00	
11/06/23	205824	FLAGLER POWER EQUIPMENT	137594	\$2,413.28	REPLACEMENT MOTOR FOR EQUIPMENT #9720
			Check Total	\$2,413.28	
11/06/23	205825	FLORIDA DRUG TESTING INC.	ADC 1023	\$2,415.00	115@DRUG SCREENS - ADULT DRUG CRT - OCT 2023
			Check Total	\$2,415.00	
11/06/23	205826	FLORIDA EAST COAST RAILWAY LLC	45898597	\$2,470.00	FDOT 271914-V SIGNAL MAINT
11/06/23	205826	FLORIDA EAST COAST RAILWAY LLC	45898598	\$1,967.00	FDOT 271901-USIGNAL MAINT
			Check Total	\$4,437.00	
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	03187-55246 1023	\$42.30	1705 COUNTY RD 2007 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	06375-06288 1023	\$53.70	3861 W COUNTY RD 2006 #SEC LGHT 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	07470-13431 1023	\$31.59	2500 PALM COAST PKWY SW #PUMP 9.18.23 - 10.18.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	16049-79573 1023	\$74.00	2604 PRINCESS PLACE RD #1 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	17482-31378 1023	\$35.97	1852 PRINCESS PL RD #ISLNDHSE APT 9.22.23-10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	21728-50535 1023	\$30.92	5633 N OCEANSHORE BLVD #LIGHT 9.28.23 - 10.30.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	31858-72193 1023	\$33.44	3861 W COUNTY RD 2006 #CMPGRND 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	34837-91483 1023	\$117.52	3861 W COUNTY RD 2006 #BATHHOUSE 9.22.23-10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	36563-15029 1023	\$182.87	6108 MAHOGANY BLVD #WELL 9.26.23 - 10.26.23

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11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	50759-58024 1023	\$32.38	245 COUNTY RD 305 #CNST 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	54157-98148 1023 (2)	\$56.46	5695 COLBERT LN #RESTROOMS 9.19.23-10.19.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	56205-24370 1023	\$30.02	3665 N OCEANSHORE BLVD 9.25.23 - 10.25.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	74064-79332 1023	\$28.51	200 16TH RD #RESTROOMS 9.28.23 - 10.30.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	80012-71280 1023	\$175.62	79 MALACOMPRA RD #NS 9.25.23 - 10.25.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	81090-05747 1023	\$150.08	9257 COUNTY RD 304 #COMM CNTR 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	84309-36099 1023	\$31.86	2500 PALM COAST PKWY NW #LIBRY-OL 9.18 - 10.18.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	84465-89445 1023	\$33.44	3861 W COUNTY RD 2006 #SE 9.22.23 - 10.24.23
11/06/23	205827	FLORIDA POWER & LIGHT COMPANY	86323-22320 1023	\$5,218.95	2500 PALM COAST PKWY NW #LIBRY 9.18.23 - 10.18.23
			Check Total	\$6,359.63	
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003641	\$300.00	FPL ASSIST RO U003641 9.5.23-10.3.23
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003642	\$115.11	FPL ASSIST RO U 003642 08.23-09.23
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003643	\$275.95	FPL ASSIST RO U003643 8.9.23-9.9.23
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003644	\$300.00	FPL ASSIST RO U003644 9.9.23-10.10.23
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003645	\$172.64	FPL ASSIST RO U003645 8.16.23-9.15.23
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003647	\$80.18	FPL ASSIST RO U003647 9.6.23-10.4.23
11/06/23	205828	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003649	\$96.40	FPL ASSIST RO U003649 9.6.23-10.4.23
			Check Total	\$1,340.28	
11/06/23	205829	GIBLIN JR, MARK	TR 10.18.23	\$318.36	PUB-535-AP RESEARCH & PUB-635-OB PUBLIC PURPOSE

**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
			Check Total	\$318.36	
11/06/23	205830	GRAFT, INC	652926	\$395.00	UK WEB PACKAGE
			Check Total	\$395.00	
11/06/23	205831	KARL N. FLAGG SERENITY MEMORIAL	OCTOBER 2023	\$5,250.00	TRANSPORTATION OF CADAVER SERVICES - OCTOBER 2023
			Check Total	\$5,250.00	
11/06/23	205832	KNOX COMPANY	INV-KA-233573	\$16,073.64	MED VAULTS FOR NEW RESCUES
			Check Total	\$16,073.64	
11/06/23	205833	LEXIPOL LLC	INVLEX18148	\$13,044.82	ANNUAL FIRE POLICY & PROCEDURE IMPLEMENTATION
			Check Total	\$13,044.82	
11/06/23	205834	LIVE TOUR NETWORK, INC.	26104	\$399.99	U GOVE MOBILE APP HOSTING OCTOBER 2023
			Check Total	\$399.99	
11/06/23	205835	MANAGEMENT & PERSONNEL SYSTEMS, INC.	MPS 10.16.23	\$360.00	ONLINE FIRE TRAINING CHIEF & SHIPPING
			Check Total	\$360.00	
11/06/23	205836	MICHAEL BAKER INTERNATIONAL, INC.	1193118-19-20	\$39,248.00	GIS DATA SUPPORT, BOUNDARY AND ADDRESS COMPARISON
			Check Total	\$39,248.00	
11/06/23	205837	MICHELLE HILL	1484	\$180.00	FACEPAINTING FOR OCTOBER 27TH OUT REACH EVENT
			Check Total	\$180.00	
11/06/23	205838	MUNICIPAL EMERGENCY SERVICES, INC.	IN1952808	\$30,382.10	PURCHASE OF THERMAL IMAGING CAMERAS
			Check Total	\$30,382.10	
11/06/23	205839	NEFLIN	9633	\$14,000.00	NEFLIN OVERDRIVE SUBSCRIPTION 10.1.23-9.30.24
11/06/23	205839	NEFLIN	9662	\$1,800.00	NEFLIN MEMBERSHIP DUES 10.1.23-9.30.24
11/06/23	205839	NEFLIN	9702	\$828.88	NEFLIN FL LIBRARY DELIVERY SERVICE 10.1.23-9.30.24
			Check Total	\$16,628.88	
11/06/23	205840	PITNEY BOWES INC	POSTAGE REFILL 2023	\$850.00	LIBRARY MAIL MACHINE POSTAGE REFILL
			Check Total	\$850.00	



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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2215-002-01	\$646.32	INMATE 8.22.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2410-001-01	\$235.27	INMATE 8.24.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2413-002-01	\$61.02	INMATE 8.29.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2413-005-01	\$39.93	INMATE 8.27.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2421-001-01	\$63.59	INMATE 8.21.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2421-002-01	\$46.54	INMATE 8.18.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2421-003-01	\$60.83	INMATE 8.19.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2421-004-01	\$102.23	INMATE 8.23.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2452-001-01	\$57.58	INMATE 8.18.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2452-002-01	\$50.69	INMATE 8.18.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2453-001-01	\$40.57	INMATE 8.21.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2453-002-01	\$102.22	INMATE 8.20.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2453-003-01	\$41.40	INMATE 8.19.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2454-001-01	\$87.20	INMATE 8.22.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2454-002-01	\$89.31	INMATE 8.22.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2454-003-01	\$49.51	INMATE 8.25.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2454-004-01	\$86.12	INMATE 8.23.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2454-005-01	\$52.82	INMATE 8.24.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2457-001-01	\$41.35	INMATE 8.22.2023
11/06/23	205841	PRIME HEALTH SERVICES, INC	2023-2457-002-01	\$55.56	INMATE 8.22.2023
			Check Total	\$2,010.06	
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2215-001-01	\$5.53	INMATE 8.22.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2411-001-01	\$12.91	INMATE 8.28.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2413-001-01	\$26.28	INMATE 8.18.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2413-004-01	\$36.26	INMATE 8.28.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2413-006-01	\$39.02	INMATE 8.26.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2421-005-01	\$19.36	INMATE 8.24.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2422-001-01	\$12.91	INMATE 9.8.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2429-001-01	\$27.20	INMATE 9.8.2023

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11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2431-001-01	\$26.85	INMATE 9.11.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2432-001-01	\$26.85	INMATE 9.1.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2434-001-01	\$12.91	INMATE 9.7.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2435-001-01	\$35.96	INMATE 9.6.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2437-001-01	\$27.66	INMATE 9.13.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2451-001-01	\$20.74	INMATE 8.25.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2455-001-01	\$16.60	INMATE 8.30.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2456-001-01	\$26.85	INMATE 9.5.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2458-001-01	\$31.35	INMATE 9.1.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2459-001-01	\$6.57	INMATE 8.30.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2496-001-02	\$25.68	INMATE 9.11.2023
11/06/23	205842	PRIME HEALTH SERVICES, INC	2023-2496-003-01	\$31.18	INMATE 9.11.2023
			Check Total	\$468.67	
11/06/23	205843	PRIME HEALTH SERVICES, INC	2023-2412-001-01	\$5.53	INMATE 8.28.2023
11/06/23	205843	PRIME HEALTH SERVICES, INC	2023-2413-003-01	\$2.77	INMATE 8.30.2023
			Check Total	\$8.30	
11/06/23	205844	ATCHISON, KIMBERLY	8121 - ATCHINSON	\$100.00	8121 - PPP - OPEN FIELD
			Check Total	\$100.00	
11/06/23	205845	BEACH HAVEN NEIGHBORHOOD OWNERS ASSOC	8261 - BEACH HAVEN	\$100.00	8261 - HAMMOCK CC
			Check Total	\$100.00	
11/06/23	205846	BOOMSMA, MAURA	8100 - BOOMSMA	\$200.00	8100 - PPP - COTTAGE#1
			Check Total	\$200.00	
11/06/23	205847	BOOTHE, LORI	7642 - BOOTHE	\$100.00	7642 - PPP - PAVILION
			Check Total	\$100.00	
11/06/23	205848	BROWN, ROCHELLE	8301 - BROWN	\$100.00	8301 - ESPANOLA CC
			Check Total	\$100.00	
11/06/23	205849	CZUPRYNA, TABATHA	8130 - CZUPRYNA	\$100.00	8130 - HAW CREEK CC

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 11/06/23 to 11/10/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$100.00	
11/06/23	205850	DE OLIVEIRA, BLANDINA	8313 - DE OLIVEIRA	\$100.00	8313 - BINGS LANDING - N PAVILION
			Check Total	\$100.00	
11/06/23	205851	EATMAN, CHRISTY	5812 - EATMAN	\$100.00	5812 - HAMMOCK CC & PAVILION
			Check Total	\$100.00	
11/06/23	205852	EATMAN, CHRISTY	6697 - EATMAN	\$100.00	6697 - HAMMOCK CC
			Check Total	\$100.00	
11/06/23	205853	HATCH, ERIC	8279 - HATCH	\$100.00	8279 - BAY DRIVE PARK - PAVILION
			Check Total	\$100.00	
11/06/23	205854	HEFFNER, LIZ	5731 - HEFFNER	\$200.00	5731 - PPP - COTTAGE#2
			Check Total	\$200.00	
11/06/23	205855	HINCHEY, PATRICK	6538-1 - HINCHEY	\$37.38	6538-1 - PPP CAMPING CANCELLATION - FEE
			Check Total	\$37.38	
11/06/23	205856	HINCHEY, PATRICK	6538-2 - HINCHEY	\$2.62	6538-2 - PPP CAMPING CANCELLATION - TAX
			Check Total	\$2.62	
11/06/23	205857	LAFORREST, ADRIANNA	8320 - LAFORREST	\$100.00	8320 - HAW CREEK CC
			Check Total	\$100.00	
11/06/23	205858	LISENBY, DAWN	5663 - LISENBY	\$100.00	5663 - HAMMOCK PARK - PAVILION
			Check Total	\$100.00	
11/06/23	205859	LISENBY, DAWN	7941 - LISENBY	\$100.00	7941 - MALA COMPRA MTB TRAIL
			Check Total	\$100.00	
11/06/23	205860	MAHOY, MISTY	6847 - MAHOY	\$200.00	6847 - BINGS LANDING & MALACOMPRA TRL
			Check Total	\$200.00	
11/06/23	205861	MAHOY, MISTY	6716 - MAHOY	\$100.00	6716 - GRAHAM SWAMP - EAST TRAIL
			Check Total	\$100.00	
11/06/23	205862	MELNICHUK, OLGA	8297 - MELNICHUK	\$100.00	8297 - BINGS LANDING - S PAVILION

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 11/06/23 to 11/10/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$100.00	
11/06/23	205863	MELVIN, CARTER	7508 - MELVIN	\$100.00	7508 - BINGS LANDING - S PAVILION
			Check Total	\$100.00	
11/06/23	205864	MENG, CARRIE	7465 - MENG	\$100.00	7465 - GRAHAM SWAMP TRAIL EAST
			Check Total	\$100.00	
11/06/23	205865	ROBERTS, VINCENT	7990 - ROBERTS	\$200.00	7990 - PPP - COTTAGE#3
			Check Total	\$200.00	
11/06/23	205866	RUSSELL, KAYLA	8335 - RUSSELL	\$100.00	8335 - BAY DRIVE PARK - PAVILION
			Check Total	\$100.00	
11/06/23	205867	SAGE, KELLY	8296-1 - SAGE	\$37.38	8296-1 - PPP CAMPING CANCELLATION - FEE
			Check Total	\$37.38	
11/06/23	205868	SAGE, KELLY	8296-2 - SAGE	\$2.62	8296-2 - PPP CAMPING CANCELLATION - TAX
			Check Total	\$2.62	
11/06/23	205869	SEAWOLF PIVATEERS	7916 - SEAWOLF	\$100.00	7916 - CATTLEMAN'S HALL
			Check Total	\$100.00	
11/06/23	205870	SLAVENS, ALLYSSA	8260 - SLAVENS	\$100.00	8260 - BINGS LANDING - S PAVILION
			Check Total	\$100.00	
11/06/23	205871	ST THOMAS EPISCOPAL CHURCH	7463 - ST THOMAS	\$100.00	7463 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
11/06/23	205872	TRACY, JOEL	7268 - TRACY	\$100.00	7268 - BINGS LANDING - N PAVILION
			Check Total	\$100.00	
11/06/23	205873	TRACY, JOEL	7268-1 - TRACY	\$100.00	7268-1 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
11/06/23	205874	WIGHT, WILLIAM	7079 - WIGHT	\$200.00	7079 - PPP - COTTAGE#1
			Check Total	\$200.00	
11/06/23	205875	RISK MANAGMENT ASSOCIATES INC	13715839	\$2,232,666.00	PGIT POLICY RENEWAL 10.2023-10.2024
			Check Total	\$2,232,666.00	
11/06/23	205876	RYAN SIMPSON	TRAVEL 10.27.23	\$409.05	FEMA EMI MASTER EXERCISE PRACTITIONER 10.22-10.27

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 11/06/23 to 11/10/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$409.05	
11/06/23	205877	SIMPLEVIEW, LLC	363617	\$16,343.77	WEBSITE MAINTENANCE - 10.1.23-12.31.23
			Check Total	\$16,343.77	
11/06/23	205878	SOUTH WESTERN COMMUNICATIONS INC	61069	\$11,003.75	SERVICE AGREEMENT-BILL 2 OF 4 - 9.1.23 - 11.30.23
			Check Total	\$11,003.75	
11/06/23	205879	STANDARD INSURANCE COMPANY	Oct 2023 Basic Life	\$1,661.70	October 2023 Basic Life
			Check Total	\$1,661.70	
11/06/23	205880	TEAM 5K CONSTRUCTION & DEVELOPMENT COORDINATION	REFUND 10.19.23	\$145.05	REFUND OF PERMIT 2023090027
			Check Total	\$145.05	
11/06/23	205881	THE FIORENTINO GROUP LLC	9479	\$5,000.00	STATE LOBBYIST SERVICES - NOV 2023
			Check Total	\$5,000.00	
11/06/23	205882	THE GABOTON GROUP, LLC	10-475	\$3,500.00	FEDERAL LOBBYIST SERVICES-OCTOBER 2023
			Check Total	\$3,500.00	
11/06/23	205883	THRIVE OPERATIONS, LLC	INV00247078	\$271.68	PRIVATE CLOUD AND STORAGE FOR STATE ATTNY-NOV 2023
			Check Total	\$271.68	
11/06/23	205884	TYLER TECHNOLOGIES, INC	045-442610	\$2,550.00	TYLER MUNIS FEES-ADDTL IMP 10.16.23-10.18.23
11/06/23	205884	TYLER TECHNOLOGIES, INC	045-442611	\$2,550.00	TYLER MUNIS FEES-EXTENDED ANALYSIS 10.19-10.20.23
11/06/23	205884	TYLER TECHNOLOGIES, INC	045-442612	\$700.00	TYLER MUNIS FEES-PROF SVCS IMPLEMENTATION 10.18.23
			Check Total	\$5,800.00	
11/06/23	205885	US WATER SERVICES CORPORATION	SI80726	\$2,582.03	MTHLY BILLING WATER PLANT OPS-BULL CRK, DAYTONA N
11/06/23	205885	US WATER SERVICES CORPORATION	SI82919	\$2,192.14	MTHLY BILL FOR WATER PLANT OPS-BULL CRK, DAYTONA N
			Check Total	\$4,774.17	
11/06/23	205886	VILLAGE KEY AND ALARM	347304	\$129.00	VKA - INV#347304 - East Hangar Monitor - 10.01.23
			Check Total	\$129.00	
11/06/23	205887	WILDLANDS CONSERVATION INC.	3738	\$1,800.00	GOPHER TORTOISE AUTH AGENT TRAINING

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 11/06/23 to 11/10/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$1,800.00	
11/08/23	205888	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll110923	\$16.00	Payroll Week 11/09/2023
			Check Total	\$16.00	
11/08/23	205889	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll110923	\$17,497.80	Payroll Week 11/09/2023
			Check Total	\$17,497.80	
11/08/23	205890	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll1109.23	\$2,164.99	Payroll Week 11/09/2023
			Check Total	\$2,164.99	
11/08/23	205891	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll110923	\$1.00	Payroll Week 11/09/2023
			Check Total	\$1.00	
			<b>Report Total</b>	<b>\$2,773,903.54</b>	

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

NOVEMBER 6, 2023

## REGULAR MEETING

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

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

### **ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA**

Chair Hansen announced the deletion of Item 8a and 7f from the agenda.

### **ITEM 3 - ANNOUNCEMENTS BY THE CHAIR**

Chair Hansen announced the following:

- Flagler County is doing a website overhaul and would appreciate input on the current website experience. Answers will help make the website easier for everyone to use. This survey will take roughly 5 minutes to complete and can be located at [www.FlaglerCounty.gov](http://www.FlaglerCounty.gov).
- Flagler County offices are closed November 10, 2023, for Veterans Day.
- Flagler County's 1<sup>st</sup> Annual Veterans Day Parade is November 11, 2023, at 10 a.m. The parade will start at the Historic Coquina City Hall and end at Flagler County Government Services Building.
- Flagler County is soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils.
- Upcoming meetings:

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Regular Meeting

- Special Workshop Meeting and Executive Session with Public Meeting to Follow Closed Session – November 6, 2023, at 1:00 p.m. in the Board Chambers
- Regular Meeting - November 20, 2023, at 5:00 p.m. in the Board Chambers

**ITEM 4A – RECOGNITIONS**

None

**ITEM 4B1 – PROCLAMATIONS – DIABETES AWARENESS MONTH – NOVEMBER 2023**

Commissioner Pennington read the proclamation.

Tony Papandrea, Chairman of Advent Health Foundation, commented on Type 2 diabetes and DiaBEATes Alliance.

**(Item 4B1 – Continued)**

Melody Pierre-Jean, Florida Department of Health in Flagler County, spoke about Diabetes Self-Management Programs. Classes are offered at the Florida Department of Health in Flagler County, AdventHealth, and the Flagler County Free Clinic.

John Subers, AdventHealth Foundation Director, was present and held the DiaBEATes Alliance Flag for a photo.

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

**Chair Hansen called the question. Motion carried unanimously.**

**ITEM 4B2 – PROCLAMATIONS – NO-SHAVE NOVEMBER 2023**

Commissioner O'Brien read the proclamation.



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Chief Michael Tucker, Fire Rescue, commented on reducing the risks and impacts of cancer through cancer awareness. Thanked the BOCC for their support.

**A motion was made by Commissioner O'Brien to adopt the proclamation. Seconded by Commissioner Pennington.**

**Chair Hansen called the question. Motion carried unanimously.**

**ITEM 4B3 – PROCLAMATIONS – FARM CITY WEEK – NOVEMBER 15-22, 2023**

Commissioner Dance read the proclamation.

Nichole Buckles, Flagler County Farm Bureau, thanked the BOCC for recognizing Flagler County farmers and ranchers. Commented on product and livestock revenue local farmers and ranchers produce annually. Farm Bureau will continue to advocate locally, statewide, and federally for farmers and ranchers.

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

**Chair Hansen called the question. Motion carried unanimously.**

**ITEM 4C1 – PRESENTATIONS – FLAGLER COUNTY ANNUAL INVESTMENT  
PERFORMANCE REVIEW FOR THE YEAR ENDED SEPTEMBER 30,  
2023**

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Tom Bexley, Flagler County Clerk of the Circuit Court and Comptroller, noted Florida Statute requires Flagler County Clerk to update BOCC once a year on the annual investment performance. Introduced Scott Sweeten with PFM, our long-term financial advisor.

Scott Sweeten, Financial Advisor at PFM Asset Management, spoke on the following topics:

- Current Market Themes
  - How the U.S. economy is characterized by.
  - Federal Reserve pauses in rate hike campaign.
  - Interest rates reached their highest levels since 2006-2007.
    - The U.S. government rating downgrade by Fitch had little impact.
- Factors contributing to the Consumer Price Index (CPI)
- Gross Domestic Product (GDP) contributors
  - GDP remains robust.
- Federal Reserve “Dot Plot” projects rates.
- U.S. Treasury Yield Curve
- Fixed-Income Markets in Q3 of 2023

Commissioner Sullivan asked about the CD rates.

Mr. Sweeten replied rates are expected to stay within the range that they’re at right now. Rates will remain higher for longer but there is no anticipation of raised rates.

Mr. Sweeten continued his presentation on the portfolio summary and spoke on the following topics:

- Consolidated Summary
  - As of September 30, 2023, total assets include \$75,961,813.
  - Sector Allocation
    - Sector allocation is diversified with almost half of the portfolio is in U.S. Treasuries.
  - Maturity Distribution
    - 30% of the portfolio’s maturity is at 30 days or less.
- Sector Allocation Analytics
- Issuer Diversification
- Short-Term Portfolio

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- Total market value is \$51,103,105.
- Portfolio effective duration is 0.23 years.
- Benchmark effective duration is 0.16 years.
- As of September 30, 2023, yield of cost is 5.13%.
- Yield of market 5.49%.
- Portfolio credit quality is rated AA.
- Sector allocation includes Federal Agency, U.S. Treasury, and Commercial Paper.
- Accrued earning over a 10-year period is a little over \$7.2 million.

**(Item 4C1 – Continued)**

- Core Portfolio (1–3-year strategy)
  - Total market value is \$24,858,707.
  - Portfolio effective duration is 1.70 years.
  - Benchmark effective duration is 1.75 years.

Commissioner O'Brien asked if duration would grow as the yield curve starts to flatten out in year 2024 – 2025.

Mr. Sweeten stated once there is an indication of rate cuts then the duration will be moved further out.

Commissioner O'Brien noted duration will reflect bigger impacts on the core portfolio.

Mr. Sweeten agreed and commented on the diversification of the short-term portfolio and core portfolio.

Mr. Sweeten continued his presentation on the core portfolio and spoke on the following topics:

- Sector Allocation
  - Half of the portfolio is in U.S. Treasuries.
- Duration Distribution
- Credit Quality is AA

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- Portfolio Performance
  - In the third quarter the portfolio returned a positive 88% and Benchmark was at a positive 74%.
  - In the 12-month period portfolio returned a positive 3.04% and Benchmark was at a positive 2.47%.
  - Interest earned in third quarter was \$192,062. There was a steady increase from the fourth quarter of 2022 to the third quarter of 2023.
- Accrued earnings since inception totals \$438,700.

BOCC thanked Mr. Sweeten for the presentation.

**ITEM 4C2 – PRESENTATIONS – FLORIDA DEPARTMENT OF TRANSPORTATION  
TENTATIVE WORK PROGRAM**

Hamid Tabassian, Assistant County Engineer, introduced Katherine Alexander-Corbin.

Katherine Alexander-Corbin, FDOT Program Management Administrator for District 5, gave a presentation on the following:

- FDOT Work Program (FY 2024/25 – FY 2028/29)
  - District 5 public comment deadline was November 3, 2023. Comments on FDOT's website are still being accepted after the deadline date.
  - Central Office submits final tentative work program to Executive Office of the Governor December 26, 2023.

**(Item 4C2 – Continued)**

- Florida Transportation Commission will conduct a Public Hearing January 8, 2024.
- Florida State Legislation 2024 Session will be held January 9, 2024, to March 15, 2024.
- Adoption of the tentative work program will be July 1, 2024.
- Work Program Key Influence Factors
  - More competition and responses to FDOT's project advertisements.
  - \$363 million dollars in contract price adjustments in 2023.

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- In 2023 there is a 17% increase in cost of materials for new construction per mile.
- In 2023 there is a 26.6% increase in cost of materials for resurfacing per mile.
- Allocations and Revenue Growth
- Resurfacing Program Adjustments
- Getting back to Conservative Contingency Levels
- Using the FDOT Compass to keep communities, safety, resiliency, supply chain, technology, and workforce development in mind when creating the tentative work program.
- A Five-Year Outlook
  - Outside of the TPO limits, the total five-year program cost is over \$37.5 million dollars.
  - Within the TPO limits, the total five-year program cost is close to \$48 million dollars.
  - Total of \$85.5 million dollars planned in the upcoming five years.
- Estimated Funding Breakdown by Project Type
- New Project Highlights added to the Work Program this cycle include:
  - Resurfacing S.R. 100 (S.R. 20), from Putnam County Line to west of U.S. 1 (S.R. 5). The design for this project will start in fiscal year 2025 and construction two years later. Total project cost is over \$19 million dollars.
  - Bridge replacement on U.S. 1 (S.R. 5) over Pellicer Creek Bridge. After the right-of-way in fiscal year 2025, construction will start the following fiscal year, 2026. Total project cost is about \$13.5 million dollars.
  - Bike Path and trail projects include Graham Swamp Trail from Lehigh Trail to Graham Swamp Conservation Area. Design in the first year which will cost about \$684,000.
- There is over \$4.5 million dollars already funded for three priority projects within the five-year work program. Other funding opportunities include:
  - Grants: Infrastructure Investment and Jobs Act (IIJA); i.e., PROTECT, MEGA, INFRA, SS4A, etc. and Federal Transit Administration (FTA) Grants
  - FDOT will submit a Letter of Consistency if Flagler County is interested in pursuing grants.

Chair Hansen asked when the whole County will be under the TPO.

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Regular Meeting

Commissioner Dance noted the River to Sea TPO Board already voted to include all of Flagler County.

Chair Hansen noted the results of the vote are not reflected in the presentation.

**(Item 4C2 – Continued)**

Ms. Alexander-Corbin stated the presentation was created prior the TPO Board vote.

Commissioner O'Brien requested cost trends from prior year projects to compare to the future five-year outlook projects.

Ms. Alexander-Corbin stated she will provide an exhibit to the BOCC with the requested information.

Commissioner O'Brien reiterated his request for project cost trends.

Ms. Alexander-Corbin agreed to the request and noted cost increases are considered when creating the five-year tentative work program.

Commissioner O'Brien asked if the contingency budgeting is on track.

Ms. Alexander-Corbin explained when building a tentative work program, a certain percentage of contingency is required to be maintained. The percentage does vary from the first two years of the work program to the remaining three years. The minimum requirement of contingency for the first two years has been met.

Commissioner Sullivan asked if the funding outside the TPO is also FDOT money.

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Ms. Alexander-Corbin replied the total funds include federal funding, state funding, and local funding.

There was continued BOCC discussion on funding.

Ms. Alexander-Corbin stated more information on the work program for Flagler County can be located at [www.fdot.gov](http://www.fdot.gov).

**ITEM 5A – COMMUNITY OUTREACH**

Daisy Henry, 503 E. Drain Street, expressed concerns for the residents in South Bunnell and requested an update on the Carver Center addition. Also requested the Attorney General's opinion and noted concerns with the proposed Interlocal Agreement for the Carver Center.

Robin Polletta, Halifax Plantation, requested clarification on the funding for Item 7D on the consent agenda.

**(Item 5A – Continued)**

Denise Calderwood, Palm Coast resident, thanked Flagler County for the van donated to the Flagler County Historical Society. Expressed concerns regarding the Carver Center. Also noted concerns with Parks and Recreation Advisory Committee requesting to use the donated van.

Heidi Petito, County Administrator, provided an update on the Carver Center addition. Clarified that the Police Athletic League (PAL), is associated with the Flagler County Sheriff's Office. In the Interlocal Agreement, PAL is listed as the Flagler County Sheriff's Office. Noted an Attorney General opinion is not needed and legal questions regarding the Carver Center can be answered by the County Attorney's Office. The Carver Center is waiting for Florida Power & Light to install a current transformer make power fully operational. Power is required to obtain a Certificate of Occupancy. Stated she was not aware of a Parks and Recreation Advisory

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Regular Meeting

Committee Member contacting Ms. Calderwood. Mentioned the utilization of County buses are limited to transportation disadvantage citizens.

Chair Hansen asked Ms. Petito to speak with the Parks and Recreation Advisory Committee to see if a bus is needed.

Ms. Petito stated she just reached out the Parks and Recreation Director and he was not aware of the request. The Parks Director will reach out to the Parks Manager to ask what the bus request was in reference to.

Chair Hansen asked Ms. Petito for an update on the bathrooms at the Carver Center.

Ms. Petito replied that the Carver Center bathrooms are in the Capital Plan. The project is still not funded but Flagler County continues to pursue grants.

**ITEM 5B – BOARD COMMENTS ON CONSENT ITEMS**

Commissioner Dance replied to Ms. Polletta's public comment by noting the funding for Item 7D is reflected in the agenda backup.

**CONSENT AGENDA – ITEMS 6A THROUGH 7H**

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

Chair Hansen reminded the public that Item 7F was already deleted from the consent agenda.

**Chair Hansen called the question. Motion carried unanimously.**



November 6, 2023  
Regular Meeting

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 were approved as part of the Consent Agenda:

- Disbursement Report for Week Ending September 29, 2023.
- Disbursement Report for Week Ending October 6, 2023.
- Disbursement Report for Week Ending October 13, 2023.
- Disbursement Report for Week Ending October 20, 2023.

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

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

- October 2, 2023, Regular Meeting
- December 3, 2018, Regular Meeting - Amended

November 6, 2023  
Regular Meeting

**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:

November 6, 2023  
Regular Meeting

**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:** November 6, 2023

**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 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 the tidal events, nor'easters, and erosion generally, Flagler County continues to be in the most precarious position relative to ocean flooding and storms in its history. Public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts. FEMA and Florida Department of Environmental Protection (DEP) have provided grant funding to renourish portions of the coastline in the northern portion of the County. The Board hired a coastal engineer to conduct a study which forms the basis of a long-term beach management plan that is presented as a separate item on this agenda.

The County has commenced a repair project for emergency berms in the northern part of Flagler County as authorized by the Board in response to the emergency situation. As other funds become available from DEP and possibly other sources, they will be added so as to lengthen the segment of beach being repaired. Presently, the County is working on the northern stretch of the County's beaches from Marineland to Washington Oaks State Park.

In addition, the County working with the Army Corps, the Florida Department of Transportation (FDOT), City of Flagler Beach and others to restructure the beach renourishment project in Flagler Beach to include an expanded project from the north border of Gamble Rogers State Park continuously to North 7<sup>th</sup> Street. The Board authorized this approach which will require considerable work with the involved agencies and private owners who are affected. This modified project will provide a more resilient and robust dune renourishment with substantially increased berm length and sand quantities applied to the beach.

Continuing the state of local emergency will help the County with the foregoing efforts and allow the County to take any other 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

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

November 6, 2023  
Regular Meeting

**ITEM 7B – CONSIDERATION TO AMEND THE FLORIDA DEPARTMENT OF  
TRANSPORTATION (FDOT) FIVE-YEAR WORK PROGRAM PROJECT  
PRIORITY LIST FOR FISCAL YEARS 2024/2025 THROUGH 2028/2029:**

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

UNOFFICIAL

November 6, 2023  
Regular Meeting

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

**SUBJECT:** Consideration to Amend the Florida Department of Transportation (FDOT) Five-Year Work Program Project Priority List for Fiscal Years 2024/2025 through 2028/2029.

**DATE OF MEETING:** November 6, 2023

**OVERVIEW/SUMMARY:** The Florida Department of Transportation (FDOT) currently has the construction phase of Hargrove Grade Road (CR 1421) from Otis Stone Hunter Road (CR 1442) to US-1 programmed for partial funding in Fiscal Year 2024. However, due to a significant projected shortfall in funding of the Hargrove Grade Road construction phase and the Florida East Coast Railway (FEC) being nonresponsive and reluctant to enter into a necessary agreement for paving the roadway across FEC right-of-way, the project is not ready for construction at this time. While another priority project, CR 90 Paving Segment 2 (CR 305 to CR 75) is ready for construction, FDOT has agreed to reallocate a portion of the programmed Hargrove Grade Road construction funding amount to the CR 90 Paving Segment 2 (CR 305 to CR 75) construction phase and utilize the remaining balance for the purposes of program funding other upcoming Flagler County construction project shortfalls.

Therefore, it is recommended to amend the Five-Year Work Program Project Priority List for FDOT funding by removing CR 90 Paving Segment 2 (CR 305 to CR 75) as it is being proposed to be funded for construction, priority #4, and replace it with Hargrove Grade Road construction project for future funding as shown below in *italic*:

- 1 CR 304 Bridge Replacements (Construction)
- 2 CR 304 Resurfacing Segment 2 (SR 11 to US1) (Construction)
- 3 Otis Stone Hunter Road Paving (CR 13 to US1) (Construction)
- 4 *Hargrove Grade Road (Otis Stone Hunter Road to US-1) (Construction)*
- 5 CR 305 Resurfacing from CR 304 to County Line (Design and Construction)
- 6 East Daytona North Roadway Paving (multi-phase project) (Design and Construction)
- 7 Walnut Avenue Paving from Forest Park Street to Water Oak Road (Construction)
- 8 Westmayer Place Paving (Construction)
- 9 CR 302 (Canal Avenue) Paving from Forest Park Street to Coconut Boulevard (Water Oak Rd) (Construction)
- 10 Jungle Hut Road Resurfacing (Construction)
- 11 Forest Park Street and CR 35 Paving from SR 100 to End (Construction)
- 12 John Anderson Highway Collector Roadway Resurfacing - Bulow Woods Cir, Trail Run, Indian Mound Ct, and Creek Bluff Run (Design and Construction)
- 13 Durrance Lane Paving (Design and Construction)
- 14 West Flagler County Roadway Paving (multi-phase project) (Design and Construction)
- 15 West Daytona North Roadway Paving (multi-phase project) (Design and Construction)
- 16 Various Roads Roadway Paving - CR 110, CR 140, CR 200, and CR 335 - 4.7 Miles (Design and Construction)
- 17 St. Mary's Place Paving and Drainage Improvements - Old Dixie Highway to End of Roadway (Design and Construction)
- 18 Washington Street and Lake Shore Drive Paving from County Line to End (Design and Construction)
- 19 Canal Avenue and Water Oak Road Intersection Improvement (Design and Construction)
- 20 Old Kings Road North I-95 Overpass (Design and Construction)
- 21 Colbert Lane 4-Laning from SR 100 to Palm Cost Pkwy NE (Design and Construction)
- 22 *Old Kings Road South 4-Laning from SR 100 to Flagler County Line (Design and Construction)*

November 6, 2023  
Regular Meeting

**(Item 7B – Continued)**

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

**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.

**FUNDING INFORMATION: N/A**

**DEPARTMENT CONTACT:** Hamid Tabassian, P.E. Assistant County Engineer (386) 313-4046

**RECOMMENDATIONS:** Request the Board approve the amended FDOT Five-Year Work Program project priority list for fiscal years 2024/2025 through 2028/2029.

UNCL

November 6, 2023  
Regular Meeting

**ITEM 7C – CONSIDERATION OF APPROVAL OF A STATE-FUNDED GRANT**

**AGREEMENT (SFGA) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND FLAGLER COUNTY FOR THE DESIGN OF THE WALNUT AVENUE PAVING PROJECT, AND THE APPROVAL OF WORK AUTHORIZATION (WA-10) FOR KIMLEY HORN TO PROVIDE ENGINEERING CONSULTING SERVICES TO DEVELOP THE PROJECT DESIGN:**

UNOFFICIAL

November 6, 2023  
Regular Meeting

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

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

**SUBJECT:** Consideration of Approval of a State-Funded Grant Agreement (SFGA) between the Florida Department of Transportation (FDOT) and Flagler County for the Design of the Walnut Avenue Paving Project, and the Approval of Work Authorization (WA-10) for Kimley Horn to Provide Engineering Consulting Services to Develop the Project Design.

**DATE OF MEETING:** November 6, 2023

**OVERVIEW/SUMMARY:** Through the Florida Department of Transportation (FDOT) Work Program process, an application for funding to complete the design and permitting for paving of the existing dirt road, Walnut Avenue, was submitted to the Department by the County. A State-Funded Grant Agreement (SFGA) was provided to the County by FDOT with an allocated amount of \$250,000.00 to fund the design of the Walnut Avenue paving project through the Small County Outreach Program (SCOP); FDOT Financial Project No. 438637-34-01.

Under the Request for Statement of Qualifications (RSQ) 21-012Q, Kimley Horn was selected to provide engineering design consulting services for the Walnut Avenue Paving project in the Amount of \$250,000.00. Approval of work is to be performed under Work Authorization number WA-10.

The proposed roadway improvements associated with the project include the paving of the existing dirt roadway, construction of stabilized shoulders, stormwater improvements, and signage and pavement markings. The total length of the project is approximately 2.748 miles from Water Oak Road to Forest Park Place and is located within the Daytona North Service District.

Staff are seeking approval of the SCOP State-Funded Grant Agreement and authorization from the Board for the Chair to execute the Agreement. Staff are also seeking approval of the Work Authorization No. WA-10 with Kimley Horn and authorization from the Board for the Chair to execute the Agreement.

**FUNDING INFORMATION:** Grant funds in the amount of \$250,000 will be appropriated in the Constitutional Gas Tax Fund 1112 with approval of the Unanticipated Revenue Resolution.

**STRATEGIC PLAN:**

Focus Area: Growth and Infrastructure

- o 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.



November 6, 2023  
Regular Meeting

(Item 7C – Continued)

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

**DEPARTMENT CONTACTS:**

Hamid Tabassian, P.E., Assistant County Engineer, 386-313-4046  
Richard Zion, P.E., P.G., Project Administrator, 386-313-4051

**RECOMMENDATIONS:**

1. Request the Board approve the FDOT Small County Outreach Program (SCOP) State-Funded Grant Agreement in the amount of \$250,000.00 and adopt the Resolution authorizing the Chair to execute the Agreement.
2. Request the Board approve and authorize the Chair to execute Work Authorization No. 012Q-WA-10 under RSQ# 21-012Q to Kimley Horn, in the lump sum amount of \$250,000.00 for the Design of the Walnut Avenue Paving project as approved to form by the County Attorney and authorize the County Administrator to execute any change orders or related documents within the overall project budget as approve to form by the County Attorney.
3. Request the Board approve the Unanticipated Revenue Resolution.
4. Request the Board approve the Amended FY 2024-2028 CIP.

UNCL

November 6, 2023  
Regular Meeting

**ITEM 7D – FLAGLER COUNTY COMPOUND FLOODING ANALYSIS AND ADAPTION PLAN GRANT AGREEMENT WITH DEP AND AN AGREEMENT WITH THE NORTHEAST FLORIDA REGIONAL COUNCIL TO IMPLEMENT THE GRANT:**

OFFICIAL

**DEPARTMENT CONTACTS:**

Hamid Tabassian, P.E., Assistant County Engineer, 386-313-4046  
Richard Zion, P.E., P.G., Project Administrator, 386-313-4051

**RECOMMENDATIONS:**

1. Request the Board approve the FDOT Small County Outreach Program (SCOP) State-Funded Grant Agreement in the amount of \$250,000.00 and adopt the Resolution authorizing the Chair to execute the Agreement.
2. Request the Board approve and authorize the Chair to execute Work Authorization No. 012Q-WA-10 under RSQ# 21-012Q to Kimley Horn, in the lump sum amount of \$250,000.00 for the Design of the Walnut Avenue Paving project as approved to form by the County Attorney and authorize the County Administrator to execute any change orders or related documents within the overall project budget as approve to form by the County Attorney.
3. Request the Board approve the Unanticipated Revenue Resolution.
4. Request the Board approve the Amended FY 2024-2028 CIP.

November 6, 2023  
Regular Meeting

The following agenda item was approved as part of the Consent Agenda:

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

**SUBJECT:** Flagler County Compound Flooding Analysis and Adaption Plan Grant Agreement with DEP and an Agreement with the Northeast Florida Regional Council to Implement the Grant.

**DATE OF MEETING:** November 6, 2023

**OVERVIEW/SUMMARY:** Flagler County has been undergoing Resilience planning in coordination with Florida Department of Environmental Protection's Office of Resilience and Coastal Protection (ORCP), Resilient Florida Program since 2020. The work proposed will be paid for by a 100% reimbursable grant from the Resilient Program identified as 23-PLN10 in the amount of \$200,000.00.

The Northeast Florida Regional Council (NEFRC) will assist Flagler County in development and preparation of a Compound Flooding Analysis, the development of a Comprehensive Adaptation Plan inclusive of all incorporated municipalities and unincorporated areas, and the administration of public outreach and municipal coordination activities regarding Flagler County's Vulnerability Assessment (VA) and Adaptation Plan (AP). Funding for this work derives from the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program on a reimbursement for services basis. This grant has awarded Flagler County \$200,000 for these activities. This Agreement serves to specify that Flagler County will pay for each task completed by NEFRC upon submission and approval of deliverables by FDEP.

Table 1, below, summarizes the Resilient Florida Program grants that have been obtained and a status for each grant:

Table 1: Resilient Florida Grant Funding for Flagler County		Grant Status
\$125,000.00	Regional Resiliency Entity Funding (Awarded 2022)	Complete/Reimbursed
\$150,000.00	Flagler County Vulnerability Assessment Funding (Awarded 2022)	In Progress/ Reimbursement to occur at completion of Vulnerability Assessment (Summer 2024).
\$200,000.00	Flagler County Vulnerability Assessment Funding (pending approval by FDEP)	Awaiting approval of Scope of Work by Flagler BOCC, 11/6/2023

**STRATEGIC PLAN:**

**Economic Vitality** – Goal 2 Diversify the Tax Base to Improve the Local Economy

Objective EV-2.1.2: Work with strategic partners on a local, regional, state, and national level.

**Growth & Infrastructure** – Goal 1: Provide Quality Fundamental Infrastructure

Objective: GI-2.4.2: Develop flood recovery and resilience plan.

**Public Health & Safety** – Goal 2: Operate a Risk Reduction Program

Objective: PHS 2.4.2 Incorporate climate resiliency in the applicable plans.

**FUNDING INFORMATION:** Funding for this work derives from the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program on a reimbursement for services basis. Grant Funding in the amount of \$200,000 will be appropriated with approval of the Unanticipated Revenue Resolution.

November 6, 2023  
Regular Meeting

(Item 7D – Continued)

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

**RECOMMENDATIONS:** Authorize the County Administrator to execute the DEP Grant Agreement and approve the Unanticipated Revenue Resolution to appropriate the grant funding; approve the Agreement with NEFRC to implement the Grant Agreement and authorize the County Administrator to execute same; and authorize the County Administrator to execute any documents necessary to implement the DEP Grant Agreement within the approved budget and as approved to form by the County Attorney.

**ITEM 7E – RATIFY A SPACE/USE AGREEMENT BETWEEN FLAGLER COUNTY  
AND SAVANNAH PAYNE PHOTOGRAPHY, LLC FOR OFFICE SPACE IN  
A COUNTY FACILITY LOCATED AT 273 OLD MOODY BOULEVARD,  
FLAGLER EXECUTIVE AIRPORT:**

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

November 6, 2023  
Regular Meeting

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

**SUBJECT:** Ratify a Space/Use Agreement between Flagler County and Savannah Payne Photography, LLC for Office Space in a County Facility Located at 273 Old Moody Boulevard, Flagler Executive Airport.

**DATE OF MEETING:** November 6, 2023

**OVERVIEW/SUMMARY:** Savannah Payne Photography desires to lease 1,050 sq. ft. of office space located in the Triangle Air Business Park. The office space will be utilized for administrative, and sales associated with a studio photography business. Savannah Payne has been doing photography since 2012 but has only been doing it as business in Flagler County for approximately 3 years.

The Space/Use Agreement for the Board's consideration and approval is for an initial term of two (2) years with a provision to renew for two (2) additional one (1) year terms. The lease payment is \$1,050.00, with an additional \$87.50 per month for Common Area Maintenance. The lease rate will be adjusted annually by three percent (3%).

**STRATEGIC PLAN:**

Focus Area: Economic Vitality,

- Goal 2- Diversify the Tax Base to Improve the Local Economy
  - Objective EV 2.4: Expand facilities and attract aviation related businesses to the Flagler Executive Airport.

**FUNDING INFORMATION:** This lease revenue was anticipated during the FY23/24 budget process (Space Use Agreements, 1401-001-0000-344100-340-00-000-000-344114 and CAM 1401-001-0000-344100-340-00-000-000-344117 / AP24TRK001), however it was under a different tenant, Harbour Plumbing.

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

**RECOMMENDATION:** Request the Board ratify the Space/Use Agreement for the County facility located at 273 Old Moody Boulevard, Flagler Executive Airport to Savannah Payne Photography, LLC.

**ITEM 7G - CONSIDERATION TO AMEND THE LEGAL AID FUND (FUND 1105),**

**LAW LIBRARY FUND (FUND 1107), JUVENILE DIVERSION FUND (FUND 1195), AND THE COURT INNOVATIONS FUND (FUND 1197) FOR FISCAL YEAR 2022-23 DUE TO ADDITIONAL REVENUE COLLECTIONS:**

November 6, 2023  
Regular Meeting

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

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

**SUBJECT:** Consideration to Amend the Legal Aid Fund (Fund 1105), Law Library Fund (Fund 1107), Juvenile Diversion Fund (Fund 1195), and the Court Innovations Fund (Fund 1197) for Fiscal Year 2022-23 Due to Additional Revenue Collections.

**DATE OF MEETING:** November 6, 2023

**OVERVIEW/SUMMARY:** The Legal Aid Fund (Fund 1105), Law Library Fund (Fund 1107), Juvenile Diversion Fund and (Fund 1195), are all considered "sweeping" funds, meaning that all unused funds are swept to the Court Innovations Fund (Fund 1197) each year, per [Florida Statute 939.185](#) and Flagler County Ordinance 2009-05. Additional revenues were collected over and above the budgeted expectations for the fiscal year.

Additional Funding Received:

Fund 1105 - \$ 365

Fund 1107 - \$8,117

Fund 1195 - \$2,529

Total: \$11,011 – Transferred to Fund 1197

**STRATEGIC PLAN:**

Focus Area: Effective Government

- Goal 1- Maintain Financial Stability

**FUNDING INFORMATION:** Funding will be appropriated with approval of the Unanticipated Revenue Resolutions.

**DEPARTMENT CONTACT:** E. John Brower, Financial Services Director (386) 313-4036

**RECOMMENDATION:** Request the Board approve the Unanticipated Revenue Resolutions.



November 6, 2023  
Regular Meeting

**ITEM 7H – APPROVAL OF AN ADDENDUM TO CONTRACT NO. 22-007Q WITH SCHENKEL & SCHULTZ, INC. FOR DESIGN AND ENGINEERING SERVICES FOR TASK TWO OF FIRE STATION 51 AND TASK ONE OF FIRE RESCUE HEADQUARTERS STATION 62:**

The following agenda item was approved as part of the Consent Agenda:

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

**SUBJECT:** Approval of an Addendum to Contract No. 22-007Q with Schenkel & Schultz, Inc. for Design and Engineering Services for Task Two of Fire Station 51 and Task One of Fire Rescue Headquarters Station 62.

**DATE OF MEETING:** November 6, 2023

**OVERVIEW/SUMMARY:** At its regular meeting on August 1, 2022, the Board authorized staff to enter into Contract # 22-007Q with Schenkel & Schultz, Inc. for design services for future new fire stations. Design Task One for Fire Station 51 was approved with the contract. The Board authorized Task Two for Fire Station 51 at its regular meeting on August 7, 2023. Now we would like to begin Task One of the second station, Fire Rescue Headquarters Station 62. Task One lump sum is \$247,555.00. Station 62 is larger than the first approved Fire Station 51.

**STRATEGIC PLAN:**

Focus Area: Public Health and 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.

**FUNDING INFORMATION:** Funding in the amount of \$10,000,000 was included in the FY 2024 Adopted Budget for the design and construction of Fire Station 62/Headquarters building.

**DEPARTMENT CONTACT:** E. John Brower, Financial Services Director (386) 313-4036

**RECOMMENDATIONS:** Request the Board approve an Addendum to Contract No. 22-007Q with Schenkel & Schultz, Inc. for Task Two for Fire Station 51 and Task One for Fire Rescue Headquarters Station 62 and authorize the Chair to execute same as approved to form by the County Attorney.

November 6, 2023  
Regular Meeting

UNOFFICIAL



November 6, 2023  
Regular Meeting

**GENERAL BUSINESS**

None

**PUBLIC HEARINGS**

None

**ITEM 10A - COUNTY ADMINISTRATOR REPORT/COMMENTS**

Heidi Petito, County Administrator, followed up on previous Board action, staff reached out to members on some of our committees that are either non-electoral or non-homesteaded property owners. Two people responded back asking the BOCC to consider waiving the requirements. Recognizing that there is a workshop and regular meeting scheduled on November 20, would like the Board's preference on which meeting to process this.

There was BOCC consensus to hear this topic at the workshop.

Ms. Petito stated the Northeast Florida Regional Council is looking for nominations. Reported on the projects submitted to the Northeast Florida Regional Council. Provided an update on the Opioid Settlement Fund. The first allotment of the opioid settlement money has been made available to Flagler County. The \$662,000 in funding must be used by the end of June 2024 and must be in alignment with the opioid settlement agreement. There is anticipation of an Interlocal Agreement so the SMA can correctly utilize the funds with LSF (Lutheran Services Florida). If funding is not spent by June of 2024, then Flagler County may have to ask the legislator for their consideration in changing the language in the agreement that would allow the funding not spent to be available to us the following year. Noted staff attended the third annual five-year Capital Improvement Program Summit on November 2, 2023.

**ITEM 10B - COUNTY ATTORNEY REPORT/COMMENTS**

November 6, 2023  
Regular Meeting

Sean Moylan, Deputy County Attorney, noted they will bring back item PACE item at a later date. Stated the City of Ormond Beach filed a lawsuit against Flagler County for obtaining an easement within the jurisdiction of Ormond Beach. The easement allows access to approximately 2,000 acres of conservation lands and to conduct land management activities on that land. Stated that Adam Mengel, Growth Management Director, joined him in attending a special meeting with City of Ormond Beach on October 25, 2023, in attempt to address their concerns. The City Commission did little to acknowledge the comments made at the special meeting and voted to fine the developer, US Capital Alliance, in non-compliance with the development order. During the special meeting they voted to give the developer and Flagler County 60 days to address the City of Ormond Beach's concerns. Two days after the special meeting the lawsuit was filed. In Florida, legislature does not want governments suing each other because the taxpayers end up paying on both sides.

**(Item 10B – Continued)**

Mr. Moylan explained Florida Statute Chapter 164 is the Governmental Conflict Resolution Act. The City of Ormond Beach is required to go through the procedures of this Act prior to filing a lawsuit, and they failed to do so. Explained the limited ways around the statutorily procedures. Asked for BOCC consensus to allow the County Attorney's Office to bring forward a resolution at the next BOCC meeting. The resolution will allow Flagler County to invoke the Dispute Resolution Act. Explained some of the procedures that will take place after the approved resolution. Noted if all else fails then Flagler County will have to resort back to litigation.

Commissioner Sullivan asked if Flagler County attempts to negotiate an agreement will the resolution be necessary.

Mr. Moylan replied that he attempted to avoid the resolution, but the City of Ormond Beach already filed the lawsuit, and they are not engaging with them in conversation.

Commissioner Dance spoke in agreement with following Florida Statute and asked if the resolution will put the lawsuit on pause.

November 6, 2023  
Regular Meeting

Mr. Moylan answered yes. Once the procedure is invoked by adopting a resolution, the County Attorney's Office would then file a motion in the court letting them know that the Board passed this resolution and communicated it with the City of Ormond Beach. The court would then enter an order abating the court proceedings until the procedures of the act are followed.

Commissioner Dance asked if we even know that the proposed restrictions or limitations on the easement is palatable.

Mr. Moylan mentioned the City Commission did not address the offer when it was mentioned previously.

Commissioner Dance asked how the lawsuit will affect utilities for projects that have been approved.

Mr. Moylan stated he believes The City of Ormond Beach has already begun to deny permits and intends to turn off water and sewer for any new developments. They will honor vested projects, but anything going forward will be halted.

There was continued BOCC discussion on the utilities.

There was BOCC consensus to bring a resolution to the next regular meeting November 20, 2023.

**ITEM 10C – COMMUNITY OUTREACH**

Daisy Henry, 503 E. Drain Street, expressed many concerns with the Interlocal Agreement for the Carver Center and would like a response from the County Attorney's Office. Commented that Flagler County should get approval from State Attorney General's Office on the Interlocal Agreement.

November 6, 2023  
Regular Meeting

Denise Calderwood, Palm Coast resident, expressed concerns on accountability in distributing the opioid settlement funds.

**ITEM 10D – COMMISSION REPORTS/COMMENTS/ACTION**

Commissioner Sullivan mentioned the Flagler County Cultural Council (FC3), will be taking over the turtle dedication operations. There is a Disadvantage Transportation Committee meeting November 8, 2023, at 10 a.m. on the 3<sup>rd</sup> floor of the Government Services Building. Asked for clarification on the status of the Interlocal Agreement for the Carver Center.

Heidi Petito, County Administrator, stated the Interlocal Agreement partners have been meeting on a regular basis. Invited the County Attorney's Office to add to the update discussion.

Sean Moylan, Deputy County Attorney, reiterated that there have been meetings on a regular basis regarding the Interlocal Agreement. The County Attorney's Office has addressed the concerns with the Interlocal Agreement at the meeting and restructured the agreement since the original draft. Clarified that the Interlocal Agreement is with the Flagler County Sheriff's Office and the Flagler County School Board. A facility use agreement can be utilized with non-profit entities. At the last committee meeting there was discussion on how the Carver Center's gymnasium floor would be shared and how scheduling of its use would be handled.

Commissioner Sullivan asked if there is a set date to have the Interlocal Agreement signed.

Mr. Moylan replied there is no set date yet.

Chair Hansen asked if PAL would charge the children to use the Carver Center.

November 6, 2023  
Regular Meeting

Mr. Moylan replied no, and that the facility will be open to all children. There will be a dedicated space at the Carver Center for the School Board and a dedicated space for PAL, but the gymnasium floor will be a shared space.

Ms. Petito mentioned the next meeting regarding the Carver Center will be November 8, 2023.

**(Item 10D – Continued)**

Commissioner Dance spoke about the Farm Bureau Proclamation and recommended everyone go to their website and become a member to support our local farmers. Noted the River to Sea TPO voted to have all of Flagler County included within the TPO. Recognized Commissioner Pennington for leading the Westside Fall Festival.

Commissioner Pennington thanked Flagler County staff for volunteering their time at the Westside Fall Festival.

Commissioner O'Brien addressed the public comments made about the opioid settlement funds.

Chair Hansen spoke about his attendance with Commissioner Dance at the white table service held at the library. Participated in the last two turtle dedication unveilings and the tradition will continue under FC3 now.

Ms. Petito mentioned there is additional opioid settlement funds through DCF that nonprofit community members can pursue.

**ADJOURNMENT**

November 6, 2023  
Regular Meeting

**The meeting was adjourned by consensus at 10:39 p.m.**

APPROVED AND ADOPTED \_\_\_\_\_

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Tom Bexley  
Clerk of the Circuit Court & Comptroller

\_\_\_\_\_  
Gregory L. Hansen  
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:** December 4, 2023

**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 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 generally, Flagler County continues to be in the most precarious position relative to ocean flooding and storms in its history. Public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts. FEMA and Florida Department of Environmental Protection (DEP) have provided grant funding to renourish portions of the coastline in the northern portion of the County. The Board hired a coastal engineer to conduct a study which forms the basis of a long-term beach management plan for the County.

The County continues the repair project for emergency berms in the northern part of Flagler County as authorized by the Board in response to the emergency situation. Presently, the County is working on the northern stretch of the County's beaches from Marineland to Washington Oaks State Park.

In addition, the County working with the Army Corps, the Florida Department of Transportation (FDOT), City of Flagler Beach and others to restructure the beach renourishment project in Flagler Beach to include an expanded project from the north border of Gamble Rogers State Park continuously to North 7<sup>th</sup> Street. The Board authorized this approach which will require considerable work with the involved agencies and private owners who are affected. This modified project will provide a more resilient and robust dune renourishment with substantially increased berm length and sand quantities applied to the beach. The County has submitted its certification of lands which will enable the Army Corps and Olsen Engineering to complete final design of the project.

Continuing the state of local emergency will help the County with the foregoing efforts and allow the County to take any other 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

**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 – November 27, 2023
2. Proclamation Declaring a Local State of Emergency – December 4, 2023

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

**November 27, 2023**

**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 was 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 authorized and directed its forces to immediately proceed with 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 the upcoming storm season; and

**WHEREAS**, the County competitively procured outside engineering consultants and a contractor to perform the work along the length of the beach, and as funds became available, the County utilized emergency procurement processes authorized by federal, state, and local law to expand the repair along the shoreline in a sequential, expedited fashion; and



**WHEREAS**, the authorization for such emergency procurement is memorialized in memoranda executed by the County Attorney, County Purchasing Director and the County Administrator for the benefit of the County Engineer's contracting of the work with consultants and a contractor on the north county shoreline; and

**WHEREAS**, the County also continues to work on the Flagler County Coastal Storm Risk Management Project ("CSRM Project") and the Flagler Beach Restoration Project ("Non-Federal Project"), both located 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 cumulative effect of the storms have severely eroded the beaches within the City, necessitating a redesign of the two Projects; and

**WHEREAS**, the parties are finalizing plans for combining the two Projects in Flagler Beach in part to yield a more resilient and robust beach, including increasing substantially the length of the beach berm and the sand volume for the CSRM Project and accelerating a portion of the Non-Federal Project to allow co-construction under one construction agreement; and

**WHEREAS**, the reconfiguration of the Projects will require further permitting and securing staging areas, modifications of offshore sand leases, revising use agreements to facilitate the work, and obtaining temporary construction easements; 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 all procurement and other actions to protect public and private property; and

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

**WHEREAS**, in connection with the CSRM Project, the County has procured the final two permanent easements as a result of a bankruptcy court order, fulfilling one of the significant requirements to advance the CSRM Project; 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 27th day of November 2023.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Andrew S. Dance, Chair

**CONCURRENCE:**

  
\_\_\_\_\_  
Heidi Petito  
County Administrator

  
\_\_\_\_\_  
Jonathan Lord  
Emergency Management Director

**APPROVED AS TO FORM:**

 Digitally signed by Sean S. Moylan  
Date: 2023.11.27 10:01:23 -05'00'  
\_\_\_\_\_  
Sean S. Moylan  
Deputy County Attorney

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

**December 4, 2023**

**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 was 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 authorized and directed its forces to immediately proceed with 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 the upcoming storm season; and

**WHEREAS**, the County competitively procured outside engineering consultants and a contractor to perform the work along the length of the beach, and as funds became available, the County utilized emergency procurement processes authorized by federal, state, and local law to expand the repair along the shoreline in a sequential, expedited fashion; and

**WHEREAS**, the authorization for such emergency procurement is memorialized in memoranda executed by the County Attorney, County Purchasing Director and the County Administrator for the benefit of the County Engineer's contracting of the work with consultants and a contractor on the north county shoreline; and

**WHEREAS**, the County also continues to work on the Flagler County Coastal Storm Risk Management Project ("CSRM Project") and the Flagler Beach Restoration Project ("Non-Federal Project"), both located 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 cumulative effect of the storms have severely eroded the beaches within the City, necessitating a redesign of the two Projects; and

**WHEREAS**, the parties are finalizing plans for combining the two Projects in Flagler Beach in part to yield a more resilient and robust beach, including increasing substantially the length of the beach berm and the sand volume for the CSRM Project and accelerating a portion of the Non-Federal Project to allow co-construction under one construction agreement; and

**WHEREAS**, the reconfiguration of the Projects will require further permitting and securing staging areas, modifications of offshore sand leases, revising use agreements to facilitate the work, and obtaining temporary construction easements; 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 all procurement and other actions to protect public and private property; and

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

**WHEREAS**, in connection with the CSRM Project, the County has procured the final two permanent easements as a result of a bankruptcy court order, fulfilling one of the significant requirements to advance the CSRM Project; 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.

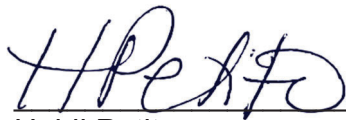
**DONE AND ORDERED** in Flagler County, Florida, this 4th day of December 2023.

**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: 2023.11.27 10:02:13 -05'00'

Sean S. Moylan  
Deputy County Attorney

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

**SUBJECT:** Planning and Development Board Appointments.

**DATE OF MEETING:** December 4, 2023

**OVERVIEW/SUMMARY:** The Commission has received reappointment requests from Mr. Timothy Conner and Mr. Anthony Lombardo. Both are Flagler County residents, registered voters and are homesteaded.

**Function:**

- Review and act upon applications for development pursuant to the county Land Development Code and other applicable ordinances;
- Monitor and oversee the operation, effectiveness and status of the county Land Development Code and recommend amendments to the County Commission that are consistent with the Comprehensive Plan;
- Obtain and maintain information on population, property values, the land economy, land use and other information necessary to assess the amount, direction and type of development to be expected in the county;
- Advise on the land use policies of the county through their regular meetings and ad hoc scheduled workshops;
- Conduct public hearings to gather information necessary for the drafting, establishment, amendment, and maintenance of various elements of the county Comprehensive Plan and Land Development Code; and
- Review redevelopment plans prepared under Chapter 163, Part III, Florida Statutes.

**Membership:** Consists of 7 members residing in specific geographic areas of the County, and filling certain fields/professions (see Land Development Code Sec. 2.02.02).

**Term:** 3-year term

**Meeting:** 2<sup>nd</sup> Tuesday of the month @ 6:00 p.m., GSB, Board Chambers

**Staff Liaison:** Adam Mengel, Growth Management Director (386) 313-4065

**Appointment - ExpirationMember**

11/15/2021 – 11/15/2024	Michael C. Boyd – West of US 1 and South of SR 100
09/21/2021 – 09/21/2024	Mark Langello – East of Intracoastal Waterway
12/04/2020 – 12/04/2023	Timothy Conner – Between I95 and Intracoastal, South of SR100
12/04/2020 – 12/04/2023	Anthony Lombardo – At-Large
02/07/2022 – 02/07/2025	Heather Haywood – At Large
11/19/2021 – 11/19/2024	Jack Corbett – Between US 1 and I95, South of SR 100
03/01/2021 – 03/05/2024	Fernando Melendez – At-Large

Mr. Conner is an attorney, and Mr. Lombardo is a real estate agent. Vacancies are advertised on the County’s website, [www.FlaglerCounty.gov](http://www.FlaglerCounty.gov). If any further applications are received, they will be presented to the Board prior to the meeting.

**STRATEGIC PLAN:**

Focus Area: Effective Government

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

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

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

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

**RECOMMENDATION:** Request the Board consider the reappointments of Mr. Timothy Conner for the area between I-95 and the Intracoastal, south of S.R. 100, and Mr. Anthony Lombardo as an at-large member to the Planning and Development Board for a three-year term.

**ATTACHMENTS:**

1. Reappointment Request – Timothy Conner
2. Reappointment Request – Anthony Lombardo

# Board of County Commissioners

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



[www.flaglercounty.gov](http://www.flaglercounty.gov)

Phone: (386) 313-4001

*Electronically Sent*  
November 1, 2023

Mr. Timothy Conner  
7 Trail Run  
Flagler Beach, FL 32136

Dear Mr. Conner:

Thank you for serving as a member of the Flagler County Planning & Development. The time and effort you have given is greatly appreciated! As you are aware, your current appointment expires 12/4/2023.

We hope you will consider seeking reappointment.

If you are interested in continued participation, please indicate below. Return this letter and the reappointment application no later than November 15, 2023 for consideration by the Board of County Commissioners at an upcoming meeting.

Please consider my reappointment

Signature: 

I do not wish to be reappointed

Signature: \_\_\_\_\_

Thank you for your attention to this matter and for your serving on the Flagler County Planning & Development.

If you have any questions, please do not hesitate to contact us (386) 313-4001 or [LDance@FlaglerCounty.gov](mailto:LDance@FlaglerCounty.gov)

Kind Regards,



Luci Dance  
Executive Administrative Assistant

C: Adam Mengel, Planning Director

**Andy Dance**  
District 1

**Greg Hansen**  
District 2

**David Sullivan**  
District 3

**Leann Pennington**  
District 4

**Donald O'Brien Jr.**  
District 5





Flagler County Board of County Commissioners  
Volunteer Advisory Board and Committee  
General Application

(Homestead Verified 11/21/2023)

New Application  Reappointment Request

Name: TIMOTHY J CONNOR Date: 11-1-2023

Mailing Address: 7 TRAIL RUN FLAGLER BEACH FL 32136

Physical Address (if different): SAME

County of Residence: FLAGLER Are you a registered voter? YES

Email: TJCONNOR@CONNORLAWPA.COM Years in Flagler: 40+

Phone: 386-445-9322  Office  Home  Cell

Phone: 386-931-0432  Office  Home  Cell

Advisory Board/Committee Applying for: PLANNING BOARD

What aspect of this Board/Committee interests you?

I AM AND HAVE BEEN INVOLVED IN REAL ESTATE AND COMMUNITY DEVELOPMENT IN FLAGLER COUNTY FOR 40 YEARS.

Describe your training and/or experience that would make you a good fit for this position:

AS A PRACTICING ATTORNEY WITH DECADES OF LOCAL KNOWLEDGE I BELIEVE I AM A GOOD FIT FOR A SEAT ON THE PLANNING BOARD,

What contributions do you feel you could make to this Board/Committee should you be selected?

LEADERSHIP, LOCAL KNOWLEDGE, DECADES OF EXPERIENCE AND UNDERSTANDING OF THE PURPOSE AND PROCEDURES GUIDING THE FLAGLER LDC.

Have you ever served on a Flagler County appointed Board/Committee?

No  Yes, if so, please identify those on which you have served:

Advisory Board / Committee

Dates Served

PLANNING BOARD

PRESENT

PALM COAST PARKWAY ADVISORY COMMITTEE

EARLY 90'S

Education: BA FLORIDA TECH JD FLORIDA

Business (name & type): CONNOR LAW, PA - PRIVATE LAW OFFICE

Business Address: 4488 N. OCEANSHORE BLVD PALM COAST FL 32137

Business Phone: 386-445-9322 Position: LAWYER

Applicable Professional Organization Memberships:

FLORIDA BAR #333158

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests' conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.



Applicant Signature

11-1-23

Date

Email Application To: [LDance@FlaglerCounty.gov](mailto:LDance@FlaglerCounty.gov)

*\*Please note a hard copy is not required.*

Flagler County BOCC  
Attn: Administration  
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

**Additional Questions: (386) 313-4001**

# Board of County Commissioners

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



[www.flaglercounty.gov](http://www.flaglercounty.gov)

Phone: (386) 313-4001

*Electronically Sent*  
November 1, 2023

Mr. Anthony Lombardo  
5 Winslow Place  
Palm Coast, FL 32164

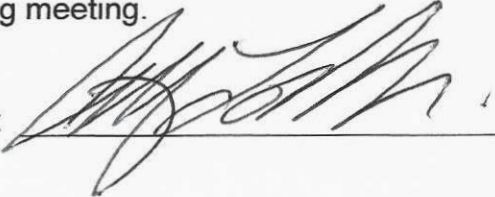
Dear Mr. Lombardo:

Thank you for serving as a member of the Flagler County Planning & Development. The time and effort you have given is greatly appreciated! As you are aware, your current appointment expires December 4, 2023.

We hope you will consider seeking reappointment.

If you are interested in continued participation, please indicate below. Return this letter and the reappointment application no later than November 15, 2023 for consideration by the Board of County Commissioners at an upcoming meeting.

Please consider my reappointment

Signature: 

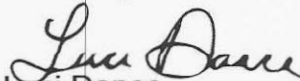
I do not wish to be reappointed

Signature: \_\_\_\_\_

Thank you for your attention to this matter and for your serving on the Flagler County Planning & Development.

If you have any questions, please do not hesitate to contact us (386) 313-4001 or [LDance@FlaglerCounty.gov](mailto:LDance@FlaglerCounty.gov)

Kind Regards,



Luci Dance  
Executive Administrative Assistant

C: Adam Mengel, Planning Director

**Andy Dance**  
District 1

**Greg Hansen**  
District 2

**David Sullivan**  
District 3

**Leann Pennington**  
District 4

**Donald O'Brien Jr.**  
District 5



For Member - At Large Position  
Flagler County Board of County Commissioners  
Volunteer Advisory Board and Committee

General Application  
(Homestead Verified 11/21/2023)

New Application

Reappointment Request

Name: ANTHONY LOMBARDO Date: 11/16/2023

Mailing Address: 18 WILLOW TRACE FLAGLER BCH FL 32136

Physical Address (if different):

County of Residence: FLAGLER Are you a registered voter? Y

Email: ANTHONY@FLATEAM.COM Years in Flagler: 32

Phone: 386-931-5279  Office  Home  Cell

Phone:  Office  Home  Cell

Advisory Board/Committee Applying for: PLANNING & ZONING

What aspect of this Board/Committee interests you?

THE FUTURE PLANNING OF FLAGLER COUNTY

Describe your training and/or experience that would make you a good fit for this position:

REAL ESTATE PROFESSIONAL IN FLAGLER COUNTY FOR OVER 20 YEARS.

What contributions do you feel you could make to this Board/Committee should you be selected?

MY REAL ESTATE BACKGROUND & AREA KNOWLEDGE IS A KEY CONTRIBUTION.

Have you ever served on a Flagler County appointed Board/Committee?

No

Yes, if so, please identify those on which you have served:

Advisory Board / Committee

Dates Served

PLANNING & ZONING

2017 - Present

Education: FLAGLER Palm Coast High School / DAYTONA STATE  
Business (name & type): COWDRELL BANKER PREMIER PROPERTIES  
Business Address: 1 HAMMOCK BEACH PIKE  
Business Phone: 386-931-5279 Position: BANKER ASSOCIATE

Applicable Professional Organization Memberships:

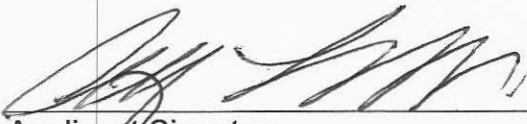
FLAGLER COUNTY + DAYTONA BEACH BOARD OF REALTORS

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

ITS BEEN A PLEASURE + HONOR TO SERVE ON THE PLANNING + ZONING BOARD SINCE 2017.

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests' conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

  
Applicant Signature

11/16/2023  
Date

Email Application To: [LDance@FlaglerCounty.gov](mailto:LDance@FlaglerCounty.gov)

*\*Please note a hard copy is not required.*

Flagler County BOCC  
Attn: Administration  
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

**Additional Questions: (386) 313-4001**

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

**SUBJECT:** Consideration of Approval in the Florida Department of Emergency Management (FDEM) Hurricane Recovery Grant Program and Authorizing Resolution.

**DATE OF MEETING:** December 4, 2023

**OVERVIEW/SUMMARY:**

During Florida's 2023 Legislative Session a \$350 Million grant program was created to fund repair and recovery related projects within counties designated in the Federal Emergency Management Agency (FEMA) disaster declarations for Hurricanes Ian and Nicole.

These funds were to be allocated to local governments for projects that were necessary to maintain services or infrastructure essential to support health, safety, and welfare functions, and to reimburse local governments for unanticipated expenses related to responding to Hurricane Ian or Nicole, but not eligible for traditional FEMA Public Assistance grant program reimbursement.

During Flagler County's response and recovery from Hurricanes Ian and Nicole, \$1.2 million plus in expenses that were not eligible for reimbursement through the traditional FEMA Public Assistance Grant Programs were identified and submitted to the State for consideration of funding under this \$350 Million grant program.

Funding through this program is on a first-come first-served basis for eligible projects. Due to the necessary quick turnaround of these submittals, and for consistency with other FDEM grants, staff is requesting authorization for the County Administrator, or her designee, to execute the STATE-FUNDED LAP GRANT AGREEMENT with the State of Florida, Division of Emergency Management. Additionally, approval is sought for the attached Unanticipated Revenue Resolution

**STRATEGIC PLAN:** Effective Government:

Goal 1 – Maintain Financial Stability

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

**FUNDING INFORMATION:** The State of Florida is providing up to \$1,255,483 to reimburse Flagler County for eligible expenditures from approved projects. Local matching funds are not required, and the funds will be allocated as described in the Unanticipated Revenue Resolution.

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

**RECOMMENDATIONS:** Request the Board approve the State-funded LAP Grant Agreement and the related Signature Authority and Unanticipated Revenue Resolutions.

**ATTACHMENTS:**

1. Signature Authority Resolution
2. Unanticipated Revenue Resolution
3. State Funded LAP Grant Agreement

**RESOLUTION NO. 2023 -****A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR THEIR DESIGNEE, TO EXECUTE THE STATE-FUNDED LAP GRANT AGREEMENT AND RELATED DOCUMENTS.**

**WHEREAS**, pursuant to Florida Senate Bill 2500 (2023), Item 2676A, the State of Florida created a \$350 Million Hurricane Recovery Grant Program to fund repair and recovery related projects within counties designated in the Federal Emergency Management Agency's disaster declarations for Hurricanes Ian and Nicole; and

**WHEREAS**, Flagler County identified and submitted to the state eligible projects for funding consideration; and

**WHEREAS**, Flagler County is required to execute Memorandums of Agreement with the State of Florida Division of Emergency Management, to receive funds pursuant to the Hurricane Recovery Grant Program.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of Flagler County, Florida that:

1. The County Administrator, or their designee, is authorized to execute Agreements related to the Florida Legislature's 2023 Hurricane Recovery Grant Program, including all understandings and assurances contained therein, approved as to form by the County Attorney; as well as any subsequent modifications, and related program and project applications, attestations, and other documentation as requested by the Florida Division of Emergency Management. Once executed, the County Administrator, or their designee, is authorized to take all necessary actions in connection with the grant agreement.
2. This Resolution shall become effective upon adoption.

**ADOPTED AND APPROVED**, this 4<sup>th</sup> day of December 2023, by the Board of County Commissioners of Flagler County, Florida.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
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: 2023.11.27 11:32:40 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**RESOLUTION NO. 2023-\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE DISASTER RELIEF FUND 1184 FOR THE FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.**

**WHEREAS**, the accompanying Resolution authorizes the County Administrator, or their designee, to enter into an agreement with the Division of Emergency Management to receive reimbursement for expenses related to approved disaster related projects; and

**WHEREAS**, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Flagler County Board of County Commissioners that the Disaster Relief Fund 1184 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.

ADOPTED in regular session, this 4th day of December 2023.

BOARD OF COUNTY COMMISSIONERS  
FLAGLER COUNTY, FLORIDA.

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: 2023.11.21 16:44:44 -05'00'  
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	02	20719	11/16/2023	017	BUA FEMAIANURR	1	2			
1	11133090	564000		Disaster Relief	Machinery and Equipment		.00	1,255,483.00	1,255,483.00	
	1184-138-3893-525600-520-52-000-000-564000-						11/16/2023			
2	11000039	334200		Revenue Department	State Grt-Public Safety		.00	-1,255,483.00	-1,255,483.00	
	1184-001-0000-334200-000-00-000-000-334200-						11/16/2023			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: MCatalano

YEAR	PER	JNL	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC				
2024	2	20719												
BUA	1184-138-3893-525600-520-52-000-000-564000-	11/16/2023	FEMAIANURR 017						T	Machinery and Equipment		5	1,255,483.00	
BUA	1184-001-0000-334200-000-00-000-000-334200-	11/16/2023	FEMAIANURR 017						T	State Grt-Public safety		5		1,255,483.00
													.00	.00
BUA	1184-000-0000-000000-000-00-000-000-241000-	11/16/2023	FEMAIANURR 017							Appropriations				1,255,483.00
BUA	1184-000-0000-000000-000-00-000-000-171000-	11/16/2023	FEMAIANURR 017							Estimated Revenues			1,255,483.00	
SYSTEM GENERATED ENTRIES TOTAL												1,255,483.00	1,255,483.00	
JOURNAL 2024/02/20719 TOTAL												1,255,483.00	1,255,483.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1184	2024	2	20719	11/16/2023	Disaster Relief Fund		
					1184-000-0000-0000000-000-00-000-000-171000-		
					Estimated Revenues	1,255,483.00	
					1184-000-0000-0000000-000-00-000-000-241000-		
					Appropriations		1,255,483.00
					FUND TOTAL	1,255,483.00	1,255,483.00

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

Agreement Number: D1490

**STATE-FUNDED LAP GRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Flagler County**, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
  - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
  - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
  - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
  - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
  - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

**Berenice Hernandez Avila**  
**2555 Shumard Oak Boulevard**  
**Tallahassee, Florida 32399**  
**Telephone: 850-815-4206**

**Email: Berenice.Hernandez@em.myflorida.com**

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

**Jonathan Lord**  
**1769 E. Moody Blvd, Bldg #3**  
**Bunnell, FL 32110**  
**Telephone: 386-313-4200**  
**Email: JLord@flaglercounty.gov**

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **March 31, 2026**, terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a one-time grant Agreement, subject to the availability of legislatively appropriated funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will grant funds to the Recipient only for allowable costs that will be incurred by the Recipient in the successful completion of each deliverable or for loss of revenue.
- d. The Division will review any request for grant funding by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- g. All funds shall be placed in an interest-bearing account and the interest shall be returned to the Division quarterly until the completion of all deliverables. The interest shall be returned to the Division's General Revenue Fund.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed



under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management  
[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)  
DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii. The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

#### (11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments or FEMA Public Assistance funds until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall obtain engineering inspection reports for any new construction or installation. The Recipient shall furnish the reports to the Division within fifteen (15) days of receipt of the completed report.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make

payments or partial payments, if applicable, after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Proposed Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Foreign Country of Concern Affidavit

(19) PAYMENTS

a. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

b. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of completion of the last deliverable.

(20) REPAYMENTS

All refunds, repayments, or interest due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment E) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Use of grant funds for travel is not authorized.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations that will be incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. The Recipient shall attest in Attachment F of this agreement, it is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern pursuant to Section 287.138, Florida Statutes.



(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked

work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT: Flagler County, Florida**

By: \_\_\_\_\_

Name and Title: Heidi Petito, County Administrator

Date: \_\_\_\_\_

FID# \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief,  
as Authorized Representative.**

Date: \_\_\_\_\_

**EXHIBIT – 1**

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

SUBJECT TO S SB 2500 (2023), ITEM 2676A:

State Project -

State awarding agency **Florida Division of Emergency Management**

Amount of State Funding: **\$350,000,000**

2676A LUMP SUM  
HURRICANE RECOVERY GRANT PROGRAM  
FROM GENERAL REVENUE FUND . . . . . 350,000,000

Funds in Specific Appropriation 2676A are provided for hurricane repair and recovery related to projects within counties designated in the Federal Emergency Management Agency disaster declarations for Hurricanes Ian and Nicole. The Executive Office of the Governor, Division of Emergency Management is authorized to request budget amendments up to \$350,000,000 requesting release of funds pursuant to chapter 216, Florida Statutes, to provide resources to fund gaps in: mitigation of local and county revenue losses and operating deficits; infrastructure repair and replacement, including road, sewer, and water facilities; beach renourishment; and debris removal. The division is authorized to approve requests for resources by local governments, independent special districts, and school boards, including charter schools. A local government may submit a request for resources to administer infrastructure repair or beach renourishment grants within the jurisdiction of the local government, provided that the grant program requires matching funds by grantees of at least 50 percent of project costs. Requests for the release of funds shall include certification that includes, but is not limited to:

1. That funding requested by the local government, independent special district, and school board, including a charter school, is necessary to maintain services or infrastructure essential to support health, safety, and welfare functions, and to reimburse the local government, independent special district, school board, or charter school for unanticipated expenses related to responding to Hurricane Ian or Nicole or for the loss of revenues related to the impact of Hurricane Ian or Nicole.

2. That insufficient state funds, federal funds, private funds, or insurance proceeds are available and that should sufficient funds subsequently become available to meet the need of the original budget amendment, the local government or entity has agreed to reimburse the state in the amount of such funds subsequently received.

The division shall coordinate with other state agencies and the local government or entity to ensure there is no duplication of benefits between these funds and other funding sources such as insurance proceeds and any other federal or state programs, including Public Assistance requests to the Federal Emergency Management Agency and Community Development Block Grant Disaster Recovery grants. Requests approved by the division for funding that are for projects ineligible for any other funding sources, whether federal or state programs, may be provided as grants. Requests approved by the division for funding that are for projects that are eligible for other funding sources shall be provided as loans which shall be repaid up to the amount of funds subsequently received. Any funds reimbursed to the state shall be deposited in the General Revenue Fund.

**ATTACHMENT A**

**Proposed Budget and Scope of Work**

**I. PROPOSED BUDGET**

<b>Category</b>	<b>Anticipated Expenditure Amount</b>
Marineland Acres Project South Hammock Dunes Concrete Debris Removal	\$1,255,483.00
Legislative Appropriation Funds	\$1,255,483.00
<b>Total Expenditures</b>	<b>\$1,255,483.00</b>

**II. BACKGROUND**

As documented by the Hurricane Ian and Nicole Grant Recovery Program, \$350 million dollars were appropriated to help local governments mitigate local and county revenue losses and operating deficits; make infrastructure repairs and replacements including road and sewer and water facilities; conduct beach nourishment; and complete debris removal. Funding can be requested by local governments, independent special districts, and school boards, including charter schools.

Flagler County sustained damage to multiple roadways in the Marineland Acres community and exposed seawall debris due to major Hurricane Ian. Flagler County is awarded a one-time payment of \$1,255,483 to be utilized for the Marineland Acres Drainage Project and the concrete debris removal for South Hammock Dunes.

Below are the projects that will be funded under this funding agreement:

**Marineland Acres Project:**

This project consists of multiple roadway improvements in the Marineland Acres community in Flagler County, FL. This area was predominantly served by multiple dirt roads and is currently being regraded and resurfaced with asphalt. All the streets scheduled to be improved are located between SR A1A and the Atlantic coastline. The total roadway length of the project is approximately 4.2 miles.

The project includes regrading and reconstructing existing dirt roadways at Central Avenue, Bay Drive, Surf Drive, Rollins Drive, Flagler Drive, Atlantic Drive, Moody Drive, and Ocean Street. Also included are milling and resurfacing existing asphalt paved portions of Central Avenue, Rollins Dune Drive, Rollins Drive, Seascape Drive, and Moody Drive. The proposed typical section consists of a two-lane undivided roadway with 10-ft travel lanes in each direction with roadside swales and concrete storm drainage pipes and inlet structure system. Other improvements during roadway construction include signing, pavement markings, reconstructing driveways,

mailbox relocations, sodding, and erosion control. Utility modifications include replacing the existing potable water system. All project work is done within the existing right of way.

**South Hammock Dunes Concrete Debris Removal:**

The seawall debris removal project consists of removing approximately 78 feet of exposed concrete and rusted rebar located on the beach next to a public beach access and park which is owned and maintained by Flagler County. The exposed concrete and rebar debris areas are the remnants of an abandoned seawall on the adjacent property to the park and are now a danger to the public and hinderance for nesting sea turtles.

Flager County has recently hired a contractor to remove the remnants of the seawall that were exposed above the beach elevation. Recent erosion has exposed much more of the derelict seawall’s concrete and rusted rebar, and what is remaining is more dangerous than what was previously exposed. The current project includes removing and properly disposing of all concrete and rebar along this buried seawall from the current beach elevation down to 5 feet below the beach elevation.

**III. SCOPE OF WORK**

- A. Funds have been allocated to the Recipient for the Marineland Acres Project and the South Hammock Dunes Concrete Debris Removal, as listed above. Funds shall be utilized in accordance with all local, state, and federal regulations.
- B. Eligible costs include engineering costs, construction costs, road signing, pavement markings, reconstructing driveways, mailbox relocations, sodding, erosion control and necessary permits regulatory fees.
- C. The project’s measurable outcomes are roadway improvements in the Marineland Acres community and seawall concrete debris removal consisting of removing approximately 78 feet of exposed concrete and rusted rebar located on the beach next to a public beach access and park in Flagler County, Florida.
- D. The Recipient shall provide an initial timeline. Table SW-1, “Initial Timeline and Estimated Allocation Schedule” or other similar instrument as approved by the Division may be used.

**IV. TASK PRODUCTS**

- A. Per Scope-of-Work Item III.D, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity. Table SW-1 may be used to meet this deliverable.
- B. The Recipient shall provide the Division with copies of photographs of before and after site conditions to document site work progress and completed site work.

- C. The Recipient shall provide the Division with copies of pertinent site work regulatory inspections, reviews, and permits.
- D. The Recipient shall provide one bid-ready set of design drawings and specifications for review by the Division. The design documents shall be signed by the applicable registered or licensed design professional(s) of record.
- E. The Recipient shall provide one set of as-built design drawings and specifications for review by the Division. The design documents shall be signed by the applicable registered or licensed design professional(s) of record.
- F. The Recipient shall provide the Division with the procurement documents, if the Recipient went out to bid for the projects listed and receipts for all purchases.
- G. The Recipient shall provide the Division a report of how much debris was removed for South Hammock Dunes Concrete Debris Removal.
- H. The Recipient shall provide a completion report. The completion report shall demonstrate that the project meets the requirements for the projects.

#### **V. FINANCIAL CONSEQUENCES**

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

#### **VI. SCHEDULE OF WORK**

- A. No later than 30 days after the agreement's execution date, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- B. By April 30, 2024, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for work accomplished in accordance with the Division approved cost allocation table referenced in Task Product IV.A.
- C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through H for review and approval. Failure to supply the required documentation, or

disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

- D. By March 31, 2026, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

**Table SW-1. Initial Timeline and Estimated Allocation Schedule**

**Project Name(s):** Marineland Acres Project  
 South Hammock Dunes Concrete Debris Removal

<b>PROJECT PHASE</b>	<b>Start Date</b>	<b>End Date</b>	<b>LAP Funds (FY 2023-2024)</b>
Board Contract Approval			
Architectural & Engineering Services Firm Selection			
Site Survey and Soil Testing			
Spatial Needs Assessment			
Preliminary Design, 100% complete			
Permits			
Regulatory Review			
Bid Document(s) Development & Award			
Notice to Proceed/Mobilization			
Construction Project Management & Special Inspections			
Construction 25% Complete			
Construction 50% Complete			
Construction 100% Complete			
Sub-Totals		\$1,255,483	
TOTAL Estimated Project Cost			

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year



**Attachment B**  
**Program Statutes and Regulations**

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection
SB 2500 (2023), ITEM 2676A	Requirements for Hurricane Recovery Grant Program

**Attachment C**  
**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
  - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
  - (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
  - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-l, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) ( 48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect

a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.

- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**  
**Warranties and Representations**

**Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

**Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.



Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment E**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, \_\_\_\_\_, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**ATTACHMENT F**  
**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**  
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>1</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>2</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>3</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Recipient, I hereby attest that the company identified below in the section entitled “Recipient” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Recipient Name: _____
Recipient FEIN: _____
Recipient’s Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
<b>AUTHORIZED SIGNATURE</b>
Print Name and Title: _____
Date: _____

<sup>1</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>2</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(a), Florida Statutes.

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

**SUBJECT:** Consideration and Approval of Fifteenth Amendment to the Professional Services Agreement 17-0032Q between Flagler County and Olsen Associates Inc. for the Activities Required for Modification of Existing Permits FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM) for Beach and Dune Nourishment by Dredging Operation from Osprey Drive north to the Southernmost Limit of the Exposed Nearshore Hardbottom Located North of Varn Park.

**DATE OF MEETING:** December 4, 2023

**OVERVIEW/SUMMARY:** The Fifteenth Amendment to the Professional Services Agreement 17-032Q between Flagler County and Olsen Associates, Inc. amends the scope of services and cost for Coastal Engineering services associated with modifying permits FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM) to expand the area of shoreline where sand can be placed by hydraulic dredge using an offshore sand source for a beach and dune renourishment project. The Amendment adds SIX HUNDRED FOURTY-FIVE THOUSAND FIVE HUNDERED FIVE DOLLARS and ZERO CENTS (\$645,509.00) and 730 additional calendar days to the contract. The proposed work will include surveys; engineering; template design; permitting; NEPA and ESA Section 7 compliance for a major modification to the Flagler County Beach and Dune Restoration Project.

The existing project permits for the non-Federal project [FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM)] provide for full beach and dune restoration and maintenance using an offshore sand source; the permitted fill template extends from FDEP Range Monument R-64.5 southward to R-80 (North Reach) and from R-94 southward to R-101 (South Reach). The proposed major modification will provide for an approximately 4-mile northward extension of the North Reach of the non-Federal beach and dune fill project. This extension will be located between R-64.5 (Osprey Drive in the Town of Beverly Beach) and the southern limit of exposed beach and nearshore hardbottom with an appropriate buffer offset distance. The latter is expected to be in the vicinity of about R-43.5.

**STRATEGIC PLAN:**

Focus Area: Growth and Infrastructure

- Goal 2- Protect and Manage Natural Resources
  - Objective EV 2.1.1: Protect and renourish the dunes/beaches

**FUNDING INFORMATION:** The Florida Department of Environmental Protection Agreement 23FL2\_A1 will be appropriated with approval of the Unanticipated Revenue Resolution in the amount of \$35,079,975. This amendment was approved by the Board at the 09/06/2023 Regular Meeting, Agenda Item 7j.

**DEPARTMENT CONTACT:** Hamid Tabassian, P.E., Asst. County Engineer (386) 313-4046  
Ansley Wren-Key, Ph.D., Coastal Engineering Administrator

**RECOMMENDATIONS:** Request the Board to approve 1) Fifteenth Amendment to the Professional Services Agreement 17-032Q between Flagler County and Olsen Associates, Inc in the amount of \$645,500.00 2) approve the Unanticipated Revenue Resolution, and 3) authorize a cash advance from the General Fund not to exceed \$645,500 to Fund 1111.

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

**ATTACHMENTS:**

1. Fifteenth Amendment to Agreement 17-032Q with Olsen Associates, Inc. as described in Exhibit A – Task Order Proposal for Flagler County, FL, Beach and Dune Restoration Project Surveys, Project Design, and Permit Modification R-64.5 (Osprey Drive in Town of Beverly Beach) To R-43.5 (approx.)
2. Unanticipated Revenue Resolution
3. BOCC Meeting Minutes 09/06/2023 Item 7J

**FIFTEENTH AMENDMENT TO AN AGREEMENT  
BETWEEN  
FLAGLER  
COUNTY AND  
OLSEN ASSOCIATES,  
INC. FOR  
PROFESSIONAL SERVICES FOR COASTAL  
ENGINEERING**

**FLAGLER COUNTY PROJECT RSQ NO. 17-032Q**

Flagler County, Florida, a political subdivision (COUNTY) and Olsen Associates, Inc., a Florida corporation (CONSULTANT) hereby enter into this Fifteenth Amendment to the Agreement for Professional Services for Coastal Engineering, executed on the date hereupon entered. Together, COUNTY and CONSULTANT are hereinafter referred to as PARTIES.

WHEREAS, the PARTIES have entered into an Agreement for Professional Coastal Engineering services, as defined in the project contract document dated February 8, 2019 (Agreement); and

WHEREAS, the PARTIES desire to amend the scope of work within certain Task Items within the Agreement as described below.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:**

**ITEM NO. 1:** Amend the Scope of Work and Cost for modifying FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM) to expand the area where sand can be placed by hydraulic dredge using an offshore sand source for a beach and dune renourishment project between FDEP monument R-64.5 to the southern boundary of nearshore hardbottom along the coastline. The proposed work will include surveys; engineering; template design; permitting; NEPA and ESA Section 7 compliance for a major modification to the Flagler County Beach and Dune Restoration Project (aka the non-Federal project) as described in Exhibit A, attached hereto and made part of hereof. ADD \$645,009.

**ITEM NO. 2:** The ending date for AGREEMENT will be increased by seven hundred thirty (730) calendar days to accommodate additional work. A total of seven hundred thirty (730) days is added to the contract time.

**ITEM NO. 3:** This Amendment must be accepted by the CONSULTANT and must be approved by COUNTY to become effective.

**ITEM NO. 4:** The revised cost is summarized below:

	<b>Amount</b>
Original Contract Agreement	\$1,821,800
Changes to previous Amendments (No 1 – 14)	\$1,193,493.00
Total This Amendment (No. 15)	\$645,509.00
New Contract Value, including this Amendment	\$3,660,802.00

IN WITNESS WHEREOF, the PARTIES have executed this Fifteenth Amendment to the Agreement by their duly authorized representatives below.

**ACCEPTANCE:**

**(CONSULTANT)**

I (We) agree to perform the work required by this Amendment No. 15 for the amount and within the time allocated all in accordance with Contract Document Agreement.

**OLSEN ASSOCIATES, INC.**

**BY:** \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name, Title)

Date: \_\_\_\_\_

[Signature Page to Follow.]

**RECOMMENDED BY:**  
Flagler County Engineering Dept.

\_\_\_\_\_  
Hamid Tabassian, Asst. County Engineer

**APPROVED AS TO FORM:**  
Flagler County Legal Dept.

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.11.27 14:29:05 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**APPROVED: FLAGLER COUNTY**

**BY:** \_\_\_\_\_  
Heidi Petito, County Administrator

Date: \_\_\_\_\_

[Attachment A to Follow.]



## MEMORANDUM



Date: 16 November 2023

To: P. Ansley Wren-Key, Ph.D.  
Flagler County, Florida  
Coastal Engineering Administrator

From: Christopher G. Creed, P.E., D.CE.

Cc: Albert E. Browder, Ph.D., P.E.

Re: Contract TO Proposal #2018-15  
Flagler County, FL, Beach and Dune Restoration Project  
Surveys, Project Design, and Permit Modification  
R-64.5 (Osprey Drive in Town of Beverly Beach) To R-43.5 (approx.)

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Attached please find our proposal for surveys; engineering; design; permitting; NEPA and ESA Section 7 compliance for a major modification to the Flagler County Beach and Dune Restoration Project (aka the non-Federal project). The existing project permits for the non-Federal project [FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM)] provide for full beach and dune restoration and maintenance using an offshore sand source; the permitted fill template extends from FDEP Range Monument R-64.5 southward to R-80 (North Reach) and from R-94 southward to R-101 (South Reach). The proposed major modification will provide for an approximately 4-mile northward extension of the North Reach of the non-Federal beach and dune fill project. This extension will be located between R-64.5 (Osprey Drive in the Town of Beverly Beach) and the southern limit of exposed beach and nearshore hardbottom with an appropriate buffer offset distance to avoid potential direct and indirect adverse impacts to hardbottom habitat. The latter is expected to be in the vicinity of about R-43.5. The modified project will be configured to use an approved offshore sand source with construction by dredge/ hydraulic sand placement. Scope and cost details for the professional coastal engineering and associated environmental and surveying subconsultant support services are provided in the attached document.

Please do not hesitate to contact us with any questions. Thank you.

Attachments - Exhibit A – Task Order (TO) #2018-15  
Exhibit A – Attachment #1 – Terms of Compensation

**CONTRACT Task Order (TO) #2018-15**

**for**

**Flagler County, FL, Dune/Beach Berm Restoration Project**  
**Flagler County, FL**

**Surveys, Design and Permit Modification for  
Beach and Dune Restoration between  
R-64.5 (Osprey Drive in Town of Beverly Beach) and R-43.5 (approx.)**

**16 November 2023**

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Flagler County, FL, has 18 miles of Atlantic Ocean shorefront (**Figure 1**). The County beaches were severely impacted by storm surge and waves from Hurricane Matthew in October 2016, Hurricane Irma in September 2017, Hurricanes Ian and Nicole in late September and early November 2022, and numerous seasonal nor'easters over the past 5 to 10 years. The cumulative impacts of these storm events to the County's beaches and dunes have been significant. In many areas, the entire primary frontal dune has been completely lost. Beach erosion and dune loss have exposed large areas of upland development and infrastructure, including State Road A1A along the southern area of the County, to increased threats from future coastal storms. Accordingly, in 2018, the Flagler County Board of County Commissioners pursued a plan that will restore the beach and dune along the City of Flagler Beach in areas outside of the USACE Coastal Storm Risk Management Project along the City of Flagler Beach shoreline. The project is referred to as the Flagler County Beach and Dune Restoration Project (aka the non-Federal project). Existing project permits for the non-Federal project [FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM)] provide for full beach and dune restoration and maintenance using an offshore sand source for the reaches of shoreline from FDEP Range Monument R-64.5 to R-80 (North Reach) and from R-94 to R-101 (South Reach).

Flagler County desires to modify the existing non-Federal project permits to provide for a northward extension of the beach and dune fill that can be constructed by hydraulic dredge using and offshore sand source. This extension will be located between R-64.5 (Osprey Drive in the Town of Beverly Beach) and the southern limit of exposed beach and nearshore hardbottom. The latter is assumed to be in the vicinity of about R-43.5. The modified project will be configured to use an approved offshore sand source with construction by dredge/ hydraulic sand placement. It will also be configured in a manner that no direct or secondary impacts to beach and nearshore hardbottom are expected, and compensatory mitigation will not be required.

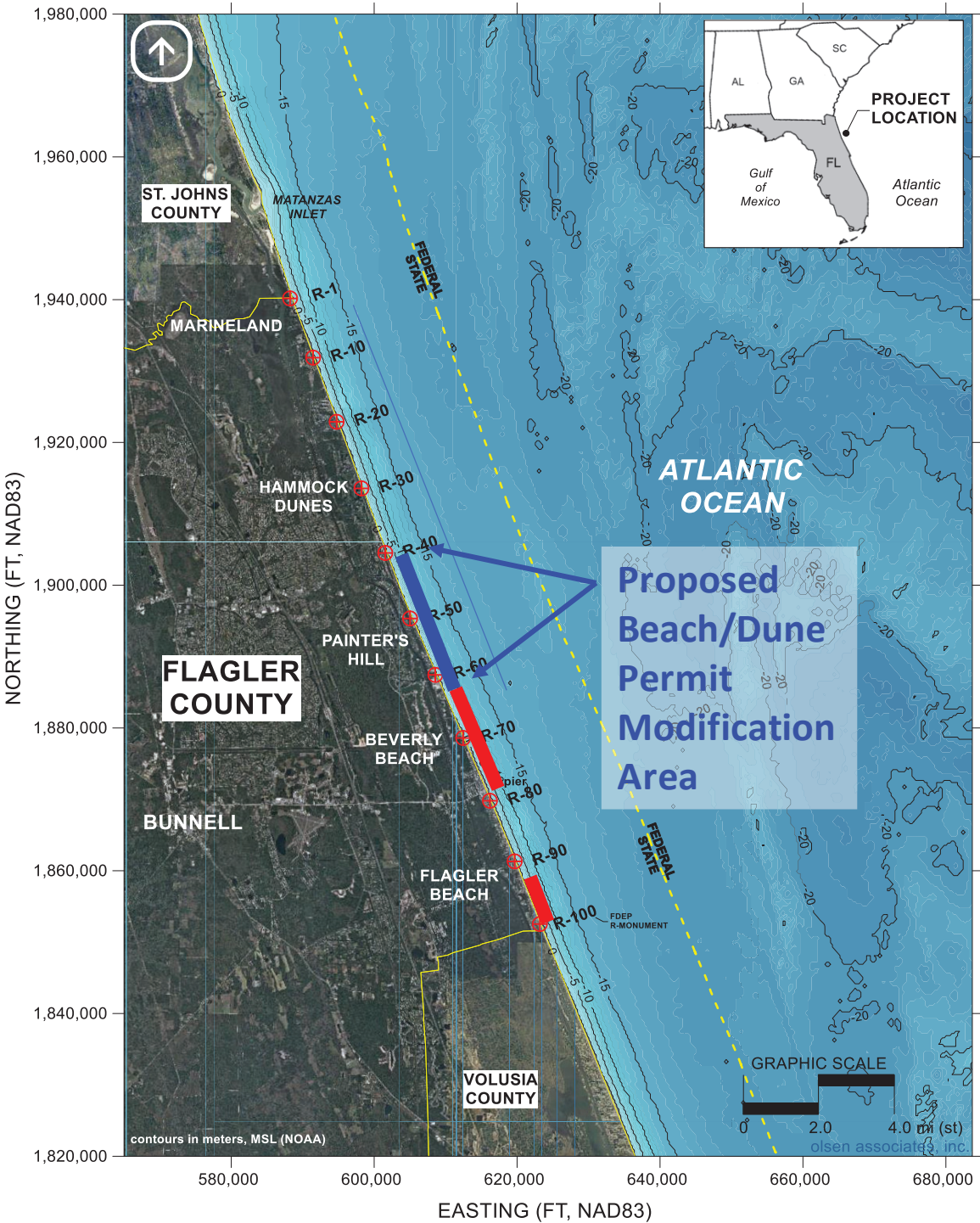


Figure 1 Location Map – Flagler County, FL, Atlantic Ocean shoreline.

## **General Work Plan**

The Scope of Work for this Contract is based upon the premise that the County desires to design and permit a northward extension to the Flagler County Beach and Dune Restoration Project (aka the non-Federal project) described in FDEP P/N: 0379716-001-JC and USACE P/N: SAJ-2019-02065 (SP-TMM). The extended project will be located along about 4 miles of shoreline between Osprey Drive in the Town of Beverly Beach (200' north of R-65) and the southern limit of exposed beach and nearshore hardbottom. The latter is assumed to be in the vicinity of about R-43.5. The exact location of the southern limit of hardbottom will be determined through surveys to be conducted as part of the work provided for herein. It is assumed that the project extension will be configured in such a manner that it could be constructed via trailing-suction hopper dredge using beach-compatible sand fill material excavated from an offshore sand borrow area. The project will also be configured in a manner to avoid direct and indirect impacts to beach and nearshore hardbottom.

Presently, the only available (permitted) offshore sand source is located 12 nautical miles offshore of Flagler County in Federal waters. As such, the project will be designed to include a permit modification for an expanded borrow area within Area 3A and updated BOEM lease agreement for the use of an offshore sand borrow area.

Pursuant to the County's stated objective of restoring and maintaining the beaches and dunes of Flagler County, Olsen Associates, Inc. (Consultant) shall seek to acquire 15-year permits that allow for multiple nourishments with offshore and/or upland sand placement along the additional ~4.0 miles of beach and dune, and possibly immediate post-storm sand replacement if required. Attachment 1 to this Exhibit summarizes the terms of compensation and fee structure of the Contract.

## **Conditions to this Contract**

This Contract is based upon the following understanding, assumptions and conditions.

1. The project scope will seek to modify permits FDEP Permit No. 0379716-001-JC and USACE Permit No. SAJ-2019-02065 (SP-TMM) by expanding the area of County shoreline where sand can be placed by hydraulic dredge using and offshore sand source.
2. The scope of the project to be included in the permit modification will avoid impacts to beach and nearshore hardbottom resources. The location and extent of beach and nearshore rock which will define the northern limit of the project scope to be included in the permit modification will be identified by surveys provided for in this scope of work.

3. This Contract includes tasks related to data collection, plan development, environmental impact assessment, NEPA and ESA Section 7 documentation and compliance, hardbottom mapping and *in situ* diver verification of buffer distances to adjacent nearshore hardbottom, , and permitting for an expanded non-Federal dredge-based and/or truck haul beach and dune improvement project along ~4.0 miles of the Atlantic Ocean shoreline from Osprey Drive (~R-64.5) in the Town of Beverly Beach northward to about R-43.5, the expected southern limit of beach and nearshore hardbottom (Figure 1).
4. Flagler County (County) is aware that areas of the County shoreline are lined with rock and hardbottom resources. It is believed that nearshore rock/hardbottom is most common north of about R-43.5 and extends to the Flagler/St Johns County line. The presence of these hardbottom resources will control and/or limit the scope of beach restoration activities permissible along the subject shoreline without the need for compensatory mitigation. The northern fill limit of the proposed project expansion will be located approximately 1,000 ft south of the diver-verified southern limit of exposed nearshore hardbottom.
5. This Task Order assumes that the dune/beach restoration project modification will be formulated in a manner that completely avoids impacts to nearshore hardbottom. Exposed nearshore hardbottom along the proposed shoreline extension will be mapped as part of this Task Order.
6. The Task Order does not include any work related to the development of a Biological Monitoring Plan (BMP). This assumes that the turbidity mixing zone will not extend over nearshore hardbottom habitat. If State and Federal agencies require a BMP for reasonable assurance of complete avoidance of potential impacts to nearshore hardbottom impacts for issuance of the respective permits, additional scope and budget this Task Order will be required.
7. This Task Order does not include any tasks related to development of a compensatory mitigation plan since the project design is based on complete avoidance of potential adverse impacts to nearshore hardbottom resources
8. The Task Order does not include numerical nearshore wave and shoreline change modeling. Desktop analyses regarding beach fill dispersal will be applied to demonstrate appropriate buffers between the beach fill and nearshore rock. Should the regulatory agencies require a numerical modeling analysis of potential fill dispersal effects, the scope and budget of this Task Order will require an amendment to accommodate the more involved engineering analysis.

9. This scope of work contains tasks required to identify and coordinate information to assess project-related environmental impacts for a) compliance with NEPA, b) ESA Section 7 consultation, and c) other state and federal environmental permitting requirements. These efforts assume that the proposed dune/beach restoration project will be developed in an appropriate manner to avoid significant environmental impacts, thereby qualifying the project for a Supplemental Environmental Assessment (EA) to the Environmental Assessment for the non-Federal Flagler County Dune/Beach Restoration Project, dated March 2020.
10. It is anticipated that there will not be sufficient sand available within the currently designed and permitted area of Area 3A allocated for the non-Federal project (FCBA Areas A, B, and C) to support the proposed project modification. Accordingly, the project modification design and permit modification request will include expansion of the portion of the offshore borrow Area 3A that will be allocated to the non-Federal project. This work will rely on the additional geotechnical data collected and analyzed under Olsen Professional Services Agreement RSQ No. 17-032Q (Amendment 9). Other existing data from the USACE and Flagler County will be used to support the intended permit modification efforts to the extent that the regulatory agencies agree with the applicability of existing information. Moreover, existing NEPA documentation will be applied and associated to be applicable for an expanded area within the limits of Area 3A. Should the regulatory agencies determine that additional data and information beyond that noted here are required, additional scope and budget will be required for the Consultant to assist the County in this regard.
11. Based upon samples of the sediment in Area 3A, as well as geotechnical analyses and reporting, Flagler County is aware of the general condition (grain size, percent silt/fines, color, shell content, texture, etc.) of sediments typically found in area 3A, as well as similarities and differences of those offshore sand sources in comparison to the existing beach sediments in Flagler County.
12. This Task Order provides for collection of beach and nearshore physical, cultural resource, and environmental resource data as described herein. The analyses to be conducted under this scope of work shall rely on these new data and incorporate existing historical data where appropriate and practicable, as determined by the Consultant. No additional data collection will occur in the offshore borrow area. The Consultant shall rely upon existing physical, environmental and cultural resource information for the offshore borrow area.
13. An allowance is provided herein for responses to regulatory Requests for Additional Information (RAIs) (i.e., questions received from regulatory agencies after submittal of the permit application package to FDEP/USACE). These responses are limited to

providing brief additional analyses and existing data, and clarifying descriptions based upon the information contained in the permit application package and existing historical data. Potential regulatory requests for additional surveys, data collection, studies, or numerical modeling efforts beyond those specifically described herein are not included in the RAI allowance and shall be negotiated and conducted under additional Amendment(s) to this Contract.

14. Field survey data collection is most efficiently performed in the calm weather months (generally April through September). Depending upon the date of initiation of the work described in this proposal, unsuitable weather conditions may delay data collection. Such weather delays can have significant effects on the permitting schedule for the work proposed herein.
15. Prior to any sand placement below the existing Mean High Water Line (MHWL), it will be necessary to survey and establish an Erosion Control Line (ECL) along the those areas of the project that are considered Critically Eroded by the State of Florida. The full extent of those areas and scope of work required to survey and establish the ECL will not be known until after permit applications have been submitted and coordination with FDEP is complete. This Contract provides for a survey of the MHWL that will support the establishment of an ECL for all eligible areas. Where an ECL will not be established, a set of Boundary Line Maps will be created to represent the surveyed MHWL position.
16. An allowance for the FDEP Permit fee has been included in this proposal (See Task 7.0). The FDEP permit application fee is calculated by FDEP and is a function of the final permit-level design dimensions of the beach fill.
17. For the purposes of this Task Order, it is assumed that the project modification will be a standalone project and be advertised for bid as one project.
18. Construction Administration/Management; Construction, Engineering and Inspection (CEI); and post-construction tasks related to permit-required post-project physical, environmental, sea turtle, shorebird, and hardbottom monitoring terms and conditions, many of which can be required for 3 years or more, are not included in this Task Order. The scope and budget for these Tasks will need to be established and this Task Order amended prior to construction in order for the Consultant to provide some or all of these services.
19. Notices and Easements - The County (Flagler County) will be responsible for acquiring the necessary construction easements required to demonstrate sufficient legal interest in

the fill footprint lying landward of the Erosion Control Line (ECL) and/or Mean High Water Line (MHWL).

### **Compensation**

Attachment 1 to this Exhibit provides terms and amounts for compensation for the work described herein.

### **Task 1.0 – Project Modification Engineering and Formulation**

The Consultant shall perform the subtasks listed below in order to formulate a revised project scope and prepare and submitted permit modification application for the Flagler County Beach and Dune Restoration Project (aka the non-Federal project; FDEP P/N 0379716-001-JC; SAJ-2019-02065 (SP-TMM)). The revised project will consist of a northward extension of the beach and dune design that can be constructed by dredge to the extent that adverse impacts to hardbottom resources can be avoided. The goal of the northward extension is intended to be located between Osprey Drive in the Town of Beverly Beach (R-64.5) and about R-43.5, about 4.0 miles of Atlantic Ocean shoreline.

Consultant shall utilize the survey data collected through Task 1.1 and available information and data from previous studies and surveys, to review and analyze beach conditions along the Atlantic Ocean shoreline of Flagler County to formulate a dune/beach restoration project for the expanded project area (~4.0 miles of shoreline). Development of a project along the planned project area requires an understanding of the larger Flagler County coastal system, as well as the previously designed and permitted Federal and non-Federal beach and dune projects. Specific work items include:

- 1.1 Beach Profile Survey (R-40 to R-65). Consultant shall employ a qualified professional survey subconsultant to acquire updated beach profile topographic/hydrographic surveys at pre-established beach profile transects -- FL R-40 to FL R-101 (VO R-000) near the Flagler/Volusia County Line -- in formats consistent with FDEP standards. Consultant shall provide engineering liaison and QA/QC tasks with County and subconsultant.
- 1.2 Update of background erosion rates - Consultant shall update beach and dune conditions and background erosion rates along the County and the proposed project area shoreline using available information, including the post-Hurricane Nicole survey. This will accommodate an evaluation of required project scope and assessment of expected project performance.



- 1.3 Formulation and evaluation of dune/beach restoration alternatives/plan - Consultant shall develop beach and/or dune restoration alternatives for the subject shoreline (R-43.5 to R-64.5). The scope of the alternatives analysis shall consider beach conditions, County goals, environmental constraints, upland development conditions, and scope of adjacent projects. The alternatives analysis is required to be presented in the Supplemental EA for the project (See Section 2.3). It is possible that an alongshore uniform dune/beach project will not be feasible for the entire project area due to differing physical and environmental conditions, such as hardbottom. Such potential differences may dictate variations in the scope of dune/beach fill alongshore. The Consultant shall also estimate an Equilibrium-Toe-of-Fill (ETOF) for the selected alternative for comparison to adjacent documented nearshore hardbottom resources with the intent of avoiding any mapped hardbottom. Only plans that avoid impacts to hardbottom resources will be advanced to the County for consideration.
- 1.4 Dune vulnerability modeling - Using the numerical model SBEACH, the Consultant shall update the assessment of existing beach and dune integrity and protective value of a selected beach and dune plan. Available beach profile data from before Hurricane Matthew and after Hurricane Nicole shall be considered. This information will be submitted with the permit modification application to support regulatory review.
- 1.5 Offshore borrow area modification design - Consultant shall design an expanded offshore sand borrow within Area 3A. The design shall be sufficient to be included in the permit modification request and updated BOEM lease agreement request (Task 3.0). The expanded borrow area will increase the available sand volume for the modified non-Federal beach and dune project. This work shall apply the geotechnical data and analyses included in Olsen Professional Services Agreement RSQ No. 17-032Q (Amendment 9) and existing physical, environmental, and cultural resource information available for the USACE and Flagler County.
- 1.6 Scoping meeting/report preparation/public presentation - Consultant shall participate in a Scoping Meeting with County personnel to discuss the study findings, dune/beach restoration alternatives, and develop the desired project plan that will be advanced to permitting. Consultant shall prepare an engineering report detailing the results of the above-listed analyses.

Task 1.0 Deliverables - The Consultant shall prepare and submit a report of findings describing the analyses, and development of the selected dune/beach restoration alternatives and selected plan. An electronic PDF format version of the report shall be provided to the County.

Task 1.0 Schedule - The report will be prepared in a time frame to support the permit application and RAI response.

## **Task 2.0 - Environmental Surveys, Mapping and Documentation**

Herein, it is assumed that the project modification as described will require preparation and processing of a Supplemental Environmental Assessment (EA) and Supplemental Biological Assessment (BA) to the existing non-Federal EA and BA documents dated March 2020 for the Flagler County Dune/Beach Restoration Project to support the regulatory review by the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and the Bureau of Ocean Energy Management (BOEM) and to comply with requirements of the National Environmental Protection Act (NEPA) and Endangered Species Act (ESA). With this assumption, the following subtasks are required.

### 2.1 Environmental Data Collection and Mapping

2.1.1 Beach rock and nearshore hardbottom mapping - Consultant shall employ a qualified licensed survey subconsultant to identify and map the locations and extent of rock features/outcroppings across the beach profile. This will be accomplished through remote sensing techniques, including aerial photography and side-scan sonar. Beach rock and hardbottom will be mapped from the seaward dune toe to a location roughly 1,500 feet seaward of the Mean Low Water Line along the proposed project shoreline and adjacent areas from R-65 to R-40, approximately 3,000 feet north of the anticipated northern limit of fill. Consultant shall provide engineering input in the development of the field test plan and final reporting and shall provide engineering liaison tasks with County and subconsultant.

An environmental subconsultant shall conduct verification dives to assist in interpretation and accurate identification of bottom features in the side-scan sonar survey. Representative hardbottom features, isolated rock outcrops, and areas of manmade materials, rubble, and debris identified from the side-scan sonar survey shall be ground-truthed by divers. Scientists will collect DGPS targets during the survey to document the location of important features. These data shall be provided to the survey subconsultant to produce the final side scan mosaics which show the extent of potential exposed hardbottom distribution from the side-scan mosaics.

As conditions allow, the environmental subconsultant shall map the southernmost limit of exposed beach rock and nearshore hardbottom edge of exposed hardbottom/rock using the side scan survey data and aerial photography as a guide. The edge shall be mapped during a wading survey with scientists carrying a Trimble

Geo7x handheld GNSS or divers towing a buoy with a SP60 GNSS receiver which transmits corrected positions to an XDL Rover 2 on the survey vessel. These positions are then transmitted to an Algiz 8X handheld tablet via Bluetooth technology.

The diver verification survey of the southernmost limit of nearshore hardbottom exposure in Section 2.1.1 will require two (2) field survey days. The field activities described in this section will be conducted as soon as the drafts of the side scan sonar survey and aerial photography are available.

Deliverables shall include ArcGIS shape files of all verified features; digital still photographs of all diver-verified features; and one (1) digital copy in PDF format of GIS maps showing all verified features.

- 2.1.2 *Beach and Nearshore Cultural Resource Mapping and Reporting* - Consultant shall employ a qualified marine archeologist to conduct surveys and interpretation of surveys for the beach and area immediately seaward of the proposed project modification area (R-40 to R-65). The survey shall document conditions from the beach to a point 4,000 feet seaward of the mean low water line, roughly out to the -40 ft, NAVD88 contour (approx.) along about 25,000 feet of shoreline. Consultant shall provide engineering input in the development of the field test plan and shall provide engineering liaison tasks with County and subconsultant.

If potentially culturally significant resources are suggested within the survey area, a map of these areas will be created and locations identified for buffering or future investigation should the County elect to do so. The results of this survey investigations will be used to determine appropriate buffers around the resources. This information will be used to establish pipeline corridor locations. Specific field investigations of individual targets are not included in this Task Order.

SubTask 2.1 Deliverables - The subconsultant shall prepare a report of findings with maps and a summary of targets and buffer recommendations for avoidance of hardbottom impacts and appropriate buffers between hardbottom and sand placement area. An electronic PDF format version of the report shall be provided to the County.

SubTask 2.1 Schedule - The schedule for field data collection is dependent upon: (a) prompt issuance of a Notice to Proceed from Flagler County; and (b) weather conditions prevailing at the time of the actual field work. The objective for the schedule is to complete field work as soon as allowable, weather permitting. NOTE: Should there be a significant delay in the issuance of the NTP, or if unusually adverse weather conditions persist in Winter 2024, it is possible that field data collection may not occur until the Spring or early Summer months of

2024. This will result in similar delays in the timing of submittal of the project permit applications.

## 2.2 Supplemental Biological Assessment (BA)

Consultant shall employ a qualified marine environmental professional to prepare a Supplemental Biological Assessment (BA) in accordance with Federal requirements as outlined under Section 7(c) of the Endangered Species Act (ESA) of 1973. The document will evaluate potential impacts of the proposed project on Federally-listed endangered and threatened species and designated critical habitat for the loggerhead sea turtle and describe the proposed avoidance, minimization and conservation measures proposed by the County. The BA is offered to assist the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) personnel in fulfilling their obligations under the ESA [50 CFR 402.12(c)(f)]. The BA shall contain a literature review of all existing data, monitoring reports, and published data for the project area and shorelines immediately adjacent to the proposed borrow and fill areas.

Consistent with the previously reviewed and approved BA, the Supplemental BA will request concurrence that the Reasonable and Prudent Measures and Terms and Conditions of the USFWS Statewide Programmatic Biological Opinion for Shore Protection Activities along the coast of Florida for nesting sea turtles issued on March 13, 2015, as well as the Terms and Conditions of the USFWS Programmatic Biological Opinion for piping plover (P<sup>3</sup>BO) issued on May 22, 2013, are applicable to the proposed project. This task also assumes that Flagler County will seek concurrence from the USACE and BOEM, as may be required, that the proposed action is covered under the NMFS South Atlantic Regional Biological Opinion (2020 SARBO), assuming adherence to all applicable Project Design Criteria (PDC), Terms and Conditions, and Reasonable and Prudent Measures.

SubTask 2.2 Schedule - The Final Supplemental BA will be completed and submitted to the agencies prior to the receipt of FDEP or USACE RAI No. 1.

## 2.3 Supplemental Environmental Assessment (EA)

2.3.1 Preparation of Supplemental Environmental Assessment (EA) - Consultant shall employ a qualified marine environmental professional subconsultant to evaluate potential impacts of the proposed project(s) to irreplaceable environmental resources and prepare a Supplemental Environmental Assessments (EA) document. The EA considers potential impacts to dune vegetation, threatened and endangered species and Critical Habitat, fish and wildlife resources, Essential Fish Habitat, coastal barrier resource units, water quality, hazardous, toxic, and radioactive waste, air quality, noise, aesthetics, recreation, navigation, and cultural resources.

2.3.2 Agency Coordination - Consultant and subconsultant shall work with the County to provide coordination with the Federal (USACE and BOEM) and State (FDEP) regulatory agencies to guide completion of the Supplemental Environmental Assessment (EA). This shall include a pre-application meeting with the regulatory agencies to determine the scope of the Supplemental EA required for the project.

SubTask 2.3 Schedule - The Supplemental EA and supporting documentation will be completed and submitted to the agencies prior to the receipt of FDEP or USACE RAI No. 1.

Task 2.0 Deliverables - The Consultant and environmental subconsultant shall prepare and submit (1) Nearshore hardbottom maps and verification report for areas along the beach and nearshore, (2) Cultural Resources report with mapping for sand placement and pipeline corridor areas, (3) Supplemental BA, and Supplemental EA. Draft document deliverables will be prepared and submitted to the County and appropriate agencies for review and comment during the permit review process. Consultant shall provide engineering input for the documents, including project figures, descriptions and alternatives development information, and shall provide engineering liaison tasks with County and subconsultant. Electronic PDF format versions of the reports shall be provided to the County and agencies. Electronic copies of any public outreach correspondence and presentation materials shall be provided in PDF format. The Consultant shall provide electronic copies of all survey, mapping, and ecological data collection products in PDF, \*.jpg, \*.xlsx or other appropriate format, consistent with FDEP submittal requirements.

### **Task 3.0 –Permit Modification Application / Erosion Control Line / BOEM Lease**

3.1 Permit Modification Application Documents - The Consultant shall assemble the information necessary to prepare a Joint Application for Joint Coastal Permit / Authorization to Use Sovereignty Submerged Lands. / Federal Dredge and Fill Permit major modification request. This shall be submitted to FDEP and the USACE Jacksonville District Regulatory Division. Consultant shall incorporate the selected beach and dune design as well as environmental documentation prepared under this Contract into the permit application package. Environmental documents shall be provided by the environmental professional subconsultant responsible for Supplemental Biological Assessment (BA)/Environmental Assessment (EA) preparation. Work items associated with this subtask include, but are not limited to, preparation and completion of the JCP application, preparation of project permit drawings, project narrative description, development of draft plans for sediment QA/QC, turbidity, and physical monitoring.

SubTask 3.1 Schedule - Within three (3) months from County approval of a dune/beach restoration plan, described in the reports prepared for and accepted by the County in Tasks 1.0 and 2.0.

SubTask 3.1 Deliverable - The Consultant shall prepare the permit major modification application package, with attachments, and shall submit the package to the appropriate regulatory agencies. The entire permit package shall be submitted electronically to FDEP, per FDEP requirements, in the appropriate file formats (primarily Adobe \*.PDF, but also EXCEL, ArcGIS \*.shp, and gINT geotechnical database formats where applicable). One hardcopy shall be prepared and submitted to the Jacksonville regulatory office of the USACE, along with the electronic files. One hardcopy will be provided to the County, along with the electronic files.

3.2 Erosion Control Line (ECL) - Prior to any sand placement below the existing Mean High Water Line (MHWL), it will be necessary to survey and establish an Erosion Control Line (ECL) along the limits of beach fill.

3.2.1 MHWL Survey - Consultant shall coordinate with the FDEP Beaches, Inlets, and Ports program regarding the intent to establish an ECL. Consultant shall employ a qualified surveyor (survey subconsultant) to collect topographic elevation data at the proper elevations stipulated by the FDEP State Lands Division in order to map the MHWL along the Flagler County Atlantic Ocean shoreline from R-65 to R-40. The survey shall be sufficient to support the establishment of an ECL along eligible shoreline within the planned project limits. The survey subconsultant shall prepare ECL survey maps and seek approval from FDEP. The County shall record the final ECL survey maps. Where an ECL will not be established within the project limits, a set of Boundary Line Maps will be created and recorded to represent the surveyed MHWL position.

3.2.2 Public Information Meeting / Public Hearing - Consultant shall coordinate with the County and the FDEP to prepare and deliver a presentation to the public in Flagler County for a) a public information meeting, to be followed immediately by b) a Public Hearing, conducted by the FDEP, regarding the establishment of the ECL.

3.2.3 Notices - The County (Flagler County) will be responsible for providing the necessary legal notices to upland property owners along the length of the proposed ECL. The Consultant shall provide the necessary information for the notices, including a schematic of the location of the proposed ECL and the planview footprint of the proposed beach fill.

SubTask 3.2 Schedule - The schedule for ECL establishment will be subject to the input and direction of FDEP during the permit modification process.

SubTask 3.2 Deliverable - All survey, mapping, and presentation products associated with establishment of an ECL shall be provided to the County in electronic PDF format. One copy of the signed and sealed hardcopies of the ECL maps (and Boundary Line maps, where applicable) shall be provided to the County.

- 3.3 BOEM Borrow Area 3A Lease - For use of the borrow area in Federal waters, it will be necessary to seek a BOEM lease agreement for use of sand from Area 3A to accommodate the expanded project scope.

Consultant shall assist the County in the preparation and submittal of a BOEM lease agreement request to expand the area and sand volume from Federal waters necessary to support the modified project scope. The Consultant shall also be available to support the County during lease negotiations and finalization of the lease document.

SubTask 3.3 Schedule – The Consultant shall initial the BOEM lease agreement application process within ninety (90) days of County approval of dune/beach restoration plan, including borrow area(s), described in the reports prepared for and accepted by the County in Tasks 1.0 and 2.0, to the point of request submittal.

SubTask 3.3 Deliverable - Correspondence and documentation relating to the BOEM lease application and processing shall be provided to BOEM and the County in electronic, PDF, format.

#### **Task 4.0 –Responses to Permitting RAI’s / Agency Liaison / Plans Required by Permit Finalization**

##### 4.1 Response to RAI No. 1

- 4.1.1 After submittal of the Joint Coastal Permit (JCP) Application package, and as required, the Consultant team shall respond to Requests for Additional Information (RAIs) from the regulatory agencies in a prompt and professional manner to accomplish receipt of the permits as quickly as possible. Upon receipt of comments from the FDEP, the CONSULTANT shall coordinate with COUNTY personnel to respond to the agencies Request for Additional Information (RAI).

4.2.2 The CONSULTANT shall provide a response to RAI No.1 from the FDEP and USACE Regulatory Branch. For the RAIs, the CONSULTANT shall exercise due diligence in supplying the information necessary to satisfy the various agencies' criteria for a complete application. It is recognized by the COUNTY and the CONSULTANT, however, that each agency may request additional information during the application review process. The RAI responses described herein are limited to providing brief additional analyses and additional existing data, and clarifying descriptions based upon the information contained in the permit application package and data already collected and in-hand. The CONSULTANT agrees to assist the COUNTY in responding to RAIs using existing data and data that are developed under this scope of services. Obtaining the information to answer the agencies' questions may entail additional research, numerical model studies, and/or fieldwork. Additional surveys, studies, numerical modeling, fieldwork and other activities not specifically described herein will be considered additional work beyond the scope and budget of this Task Order.

4.1.3 Consultant shall review and provide responses and suggested edits to the draft permit documents and terms and conditions prior to final permit issuance.

SubTask 4.1 Schedule – As required based upon responses from regulatory agencies.

SubTask 4.1 Deliverable - Deliverables shall include electronic PDF copies of RAI Response materials (consistent with Task 3.0 permitting deliverables), including relevant correspondence to and from the agencies, attendance at meetings (as required), noted plan development and coordination and preparation and delivery of presentations (as required). The CONSULTANT shall provide to COUNTY, FDEP, and the USACE a PDF copy of each response document with attachments.

#### 4.2 Response to RAI No. 2

4.2.1 Should a second RAI be issued by FDEP and/or the USACE, the CONSULTANT shall provide a response to RAI No.2 from the FDEP and USACE Regulatory Branch. For the RAIs, the CONSULTANT shall exercise due diligence in supplying the information necessary to satisfy the various agencies' criteria for a complete application. It is recognized by the COUNTY and the CONSULTANT, however, that each agency may request additional information during the application review process. The RAI responses described herein are limited to providing brief additional analyses and additional existing data, and clarifying descriptions based upon the information contained in the permit application package and data already collected and in-hand. The CONSULTANT agrees to assist the COUNTY in responding to RAIs using existing data and data that are



developed under this scope of services. Obtaining the information to answer the agencies' questions may entail additional research, numerical model studies, and/or fieldwork. Additional surveys, studies, numerical modeling, fieldwork and other activities not specifically described herein will be considered additional work beyond the scope and budget of this Task Order.

- 4.2.3 Consultant shall review and provide responses and suggested edits to the draft permit documents and terms and conditions prior to final permit issuance.

SubTask 4.2 Schedule – As required based upon responses from regulatory agencies.

SubTask 4.2 Deliverable - Deliverables shall include electronic PDF copies of RAI Response materials (consistent with Task 3.0 permitting deliverables), including relevant correspondence to and from the agencies, attendance at meetings (as required), noted plan development and coordination and preparation and delivery of presentations (as required). The CONSULTANT shall provide to COUNTY, FDEP, and the USACE a PDF copy of each response document with attachments.

#### 4.2 Preparation and Finalization of Submittals Required by Permit

The Consultant shall also work with FDEP to formulate, coordinate and finalize implementation plans for the project. These plans are required to be finalized by FDEP prior to the start of construction. The plans are:

- 4.2.1 Sediment Quality Control/Quality Assurance (QA/QC) Plan - Amendment. The Consultant shall prepare and submit a draft Sediment QA/QC Plan to FDEP for review. Thereafter, the Consultant shall work with the County and FDEP to negotiate terms of the Plan that are acceptable to the County.
- 4.2.2. Physical Monitoring Plan - Amendment. The Consultant shall prepare a physical monitoring plan. The Plan shall be submitted to FDEP for approval prior to a Notice to Proceed is issued.
- 4.2.3 Turbidity Control/Monitoring Plan - Amendment. A plan for monitoring and controlling turbidity for the purposes of minimizing project effects to nearshore waters and to the nearshore natural hardbottom habitat (as present) will be developed.

SubTask 4.2 Schedule – As required based upon responses from regulatory agencies.

SubTask 4.2 Deliverables - Deliverables shall include electronic copies of draft and final plans required by permit.

**Task 5.0 – Allowance for Permit Fees and Additional Services (Authorization Withheld).**

An allowance is provided for FDEP permit application fees and for unanticipated tasks that are not specifically scoped and provided for herein, but may arise during the design development and regulatory review of a modified project plan. The regulatory review process could expand the scope of data submittal requirements and/or the permit compliance requirements. The specific scope and fees for any additional tasks shall be negotiated on a case-by-case basis between the County and the Consultant. The total fees required for FDEP permit application fees plus the scope and fees for additional tasks shall not exceed the total lump sum amount allocated under this task. Expansion of scope and fees beyond that provided for here will require additional authorization by Flagler County.

----- *End of Task Order Exhibit A (see Attachment 1 for Compensation details)* -----

**ATTACHMENT 1: TERMS OF COMPENSATION & FEE SCHEDULE**

**FOR**

**CONTRACT Task Order (TO) #2018-15**

**Flagler County, FL, Dune/Beach Berm Restoration Project**

**Surveys, Design and Permit Modification for  
Beach and Dune Restoration between  
R-64.5 (Osprey Drive in Town of Beverly Beach) and R-43.5 (approx.)**

**16 November 2023**

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1.0 Specific Terms

1.1 For this Contract #2018-15, compensation shall be payable on a Lump Sum basis. The Consultant shall receive compensation in the Lump-Sum amount of **SIX HUNDRED FOURTY-FIVE THOUSAND FIVE HUNDRED NINE DOLLARS and ZERO CENTS (\$645,509.00)** including allowance funded services, if authorized by the County, for rendering all of the identified goods and services as indicated in this Scope of Work and “Contract Task Order #2018-15: Fee Schedule.” An additional allowance budget of \$100,000.00 is also included to support permit application fees and other unanticipated costs that may be required to complete the scope of work. The allowance budget will be billed on a Time and Materials (T&M) basis. The Consultant shall submit to the County invoices for the fees for those Services rendered. The Consultant shall submit one monthly invoice for all Services performed during invoiced month. The Consultant shall submit invoices for compensation for identified goods and services in sufficient detail for a pre-and post-audit. The County will make payment in accordance with the Florida Prompt Payment Act upon receipt of a proper invoice.

1.2 Fee Schedule – The specific fees associated with rendering the identified goods and services of each subtask of this Contract are provided in the attached Table 1 “Contract Task Order #2018-15: Fee Schedule.”

2.0 General Terms

2.1 The County shall pay the Consultant in accordance with the Fee Schedule attached hereto and made a part of this Contract. The Fee Schedule identifies all tasks to be performed.

2.2 Invoices shall reference the applicable Contract Number.

2.3 The Consultant's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges.

2.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All payments shall be delivered to:

Olsen Associates, Inc.  
2618 Herschel St.  
Jacksonville, FL 32204

2.5 In order for both parties to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final billing for the Services rendered to the County for each project task and/or any Contract amendment. The Consultant's submission of a Final Invoice for a project is its certification that all of its Services for that project have been properly performed and all charges and costs have been invoiced to the County. Upon receipt of the Final Invoice, the account for such project will be closed, and the Consultant shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.6 Total compensation to Consultant for services shall not exceed the amount provided in the Contract, unless agreed to in writing pursuant to a Change Order, or an addendum or amendment to the Contract.

**Table 1: Contract Task Order #2018-15: Fee Schedule.**

Flagler County, FL, Beach/Dune Restoration Project								
Contract #2018-15								
Fee Schedule					Total	Olsen	Subconsultant	Allowance
Lump Sum (Olsen and Subconsultants)					\$ 645,509.00	\$ 308,872.00	\$ 336,637.00	\$ 100,000.00
<b>Task 1.0</b>	<b>Project Modification Engineering and Formulation</b>							
	Subtask	Description	Fee (\$)	Olsen	Subconsultant	Allowance		
	1.1	Beach Profiles (R-40 to R-65)	\$ 23,674.00	\$ 1,574.00	\$ 22,100.00			
	1.2	Update of background erosion rates	\$ 10,082.00	\$ 10,082.00	\$ -	\$ -		
	1.3	Dune vulnerability analysis	\$ 12,460.00	\$ 12,460.00	\$ -	\$ -		
	1.4	Formulation and evaluation of dune/beach restoration alternatives/plan	\$ 12,724.00	\$ 12,724.00	\$ -	\$ -		
	1.5	Offshore Borrow Area Expansion Design	\$ 20,844.00	\$ 20,844.00	\$ -	\$ -		
	1.6	Scoping meetings and report preparation/public presentation	\$ 29,544.00	\$ 29,544.00	\$ -	\$ -		
	<b>Task 1.0 SUBTOTAL</b>				<b>\$ 109,328.00</b>	<b>\$ 87,228.00</b>	<b>\$ 22,100.00</b>	<b>\$ -</b>
<b>Task 2.0</b>	<b>Environmental Surveys, Mapping, and Documentation</b>							
	Subtask	Description	Fee (\$)	Olsen	Subconsultant	Allowance		
	2.1.1	Beach rock and nearshore hardbottom survey and mapping (R-65 to R-40)	\$ 75,937.00	\$ 13,676.00	\$ 62,261.00	\$ -		
	2.1.2	Beach and nearshore cultural resource mapping and reporting	\$ 154,782.00	\$ 9,224.00	\$ 145,558.00	\$ -		
	2.2	Supplemental Biological Assessment (BA)	\$ 42,228.00	\$ 15,964.00	\$ 26,264.00	\$ -		
	2.3	Supplemental Environmental Assessment (EA)	\$ 47,900.00	\$ 15,964.00	\$ 31,936.00	\$ -		
	<b>Task 2.0 SUBTOTAL</b>				<b>\$ 320,847.00</b>	<b>\$ 54,828.00</b>	<b>\$ 266,019.00</b>	<b>\$ -</b>
<b>Task 3.0</b>	<b>Permit Modification Application / Erosion Control Line / BOEM Lease</b>							
	Subtask	Description	Fee (\$)	Olsen	Subconsultant	Allowance		
	3.1	Permit Modification Application (Preparation and Submittal) (FDEP and USACE)	\$ 66,510.00	\$ 60,862.00	\$ 5,648.00	\$ -		
	3.2.1	MHWL Survey for ECL (R-69 to R-40)	\$ 36,426.00	\$ 4,176.00	\$ 32,250.00	\$ -		
	3.2.2	ECL public information meeting / public hearing / FDEP Liaison	\$ 15,620.00	\$ 15,620.00	\$ -	\$ -		
	3.3	BOEM Borrow Area Lease	\$ 21,964.00	\$ 21,964.00	\$ -	\$ -		
	<b>Task 3.0 SUBTOTAL</b>				<b>\$ 140,520.00</b>	<b>\$ 102,622.00</b>	<b>\$ 37,898.00</b>	<b>\$ -</b>
<b>Task 4.0</b>	<b>Agency Liaison/Responses to Permittign RAI's and Plans Required by Permit</b>							
	Subtask	Description	Fee (\$)	OAI	subs	Allowance		
	4.1	Responses to RAI No. 1 (FDEP and USACE)	\$ 36,415.00	\$ 36,415.00	\$ -	\$ -		
	4.2	Responses to RAI No. 2 (FDEP and USACE)	\$ 13,395.00	\$ 13,395.00	\$ -	\$ -		
	4.3	Development of Submittals Required by Permit (FDEP)	\$ 25,004.00	\$ 14,384.00	\$ 10,620.00	\$ -		
	<b>Task 4.0 SUBTOTAL</b>				<b>\$ 74,814.00</b>	<b>\$ 64,194.00</b>	<b>\$ 10,620.00</b>	<b>\$ -</b>
<b>Task 5.0</b>	<b>Allowance for Permit Fees and Additional Services (Authorization Withheld)</b>							
	Subtask	Description	Fee (\$)	OAI	subs	Allowance		
	6.0	Allowance for Permit Fees and Additional Services (Authorization Withheld)	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00		
	<b>Task 5.0 SUBTOTAL</b>				<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>

----- End of Task Order Exhibit A - Attachment 1 -----



	4			4			8	\$	73	\$	584.00
LABOR										\$	13,676.00

subtotal	
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**Beach and nearshore cultural resource mapping and reporting** Subtotal \$ **154,782.00**

DIRECT LABOR										
ACTIVITY	PROJECT MGT/ QA/QC/ ADMIN	PLAN DEVELOPMENT	Mapping	LIAISON QA/QC				TOTAL HOURS	RATE	EST. COST
	4	4		8				16	\$ 233	\$ 3,728.00
								0	\$ 176	\$ -
		16		12				28	\$ 136	\$ 3,808.00
								0	\$ 111	\$ -
								0	\$ 102	\$ -
(ADD)			16					16	\$ 69	\$ 1,104.00
(t	4			4				8	\$ 73	\$ 584.00
LABOR										\$ 9,224.00

OUTSIDE SVCS/SUB-CONTRACT	
SERVICE	
Pan American (Cultural Resource)	
subtotal	

**Supplemental Biological Assessment (BA)** Subtotal \$ **42,228.00**

DIRECT LABOR										
ACTIVITY	PROJECT ADMIN & COORD.	Technical Support to Environ. Subconsult	LIAISON QA/QC					TOTAL HOURS	RATE	EST. COST
	8	8	16					32	\$ 233	\$ 7,456.00
								0	\$ 176	\$ -
		24	24					48	\$ 136	\$ 6,528.00
								0	\$ 111	\$ -
								0	\$ 102	\$ -
(ADD)		16						16	\$ 69	\$ 1,104.00
(t	4		8					12	\$ 73	\$ 876.00
LABOR										\$ 15,964.00

OUTSIDE SVCS/SUB-CONTRACT	
SERVICE	
Coastal Eco-Group (CEG)	
subtotal	

**Supplemental Environmental Assessment (EA)** Subtotal \$ **47,900.00**

DIRECT LABOR										
ACTIVITY	PROJECT ADMIN & COORD.	Technical Support to Environ. Subconsult	LIAISON QA/QC					TOTAL HOURS	RATE	EST. COST
	8	8	16					32	\$ 233	\$ 7,456.00
								0	\$ 176	\$ -
		24	24					48	\$ 136	\$ 6,528.00
								0	\$ 111	\$ -
								0	\$ 102	\$ -
(ADD)		16						16	\$ 69	\$ 1,104.00
(t	4		8					12	\$ 73	\$ 876.00
LABOR										\$ 15,964.00

OUTSIDE SVCS/SUB-CONTRACT	
SERVICE	
Coastal Eco-Group (CEG)	
subtotal	

	8			24			32	\$	73	\$	2,336.00
LABOR										\$	60,862.00

subtotal	
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**MHWL Survey for ECL (R-69 to R-40)**

Subtotal \$ **36,426.00**

DIRECT LABOR										
ACTIVITY	PROJECT MGT/ QA/QC/ ADMIN	QA/QC						TOTAL HOURS	RATE	EST. COST
	4	8						12	\$ 233	\$ 2,796.00
								0	\$ 176	\$ -
		8						8	\$ 136	\$ 1,088.00
								0	\$ 111	\$ -
								0	\$ 102	\$ -
(ADD)								0	\$ 69	\$ -
t	4							4	\$ 73	\$ 292.00
LABOR										\$ 4,176.00

OUTSIDE SVCS/SUB-CONTRACT	
SERVICE	
Arc (MHWL Survey and ECL	
subtotal	

**ECL public information meeting / public hearing / FDEP Liaison**

Subtotal \$ **15,620.00**

DIRECT LABOR										
ACTIVITY	PROJECT MGT/ QA/QC/ ADMIN	Meeting Prep	Public Meeting/ Hearing	CLIENT/ FDEP LIAISON				TOTAL HOURS	RATE	EST. COST
	8	8	8	16				40	\$ 233	\$ 9,320.00
								0	\$ 176	\$ -
		8	8	24				40	\$ 136	\$ 5,440.00
								0	\$ 111	\$ -
								0	\$ 102	\$ -
(ADD)		4						4	\$ 69	\$ 276.00
t	4			4				8	\$ 73	\$ 584.00
LABOR										\$ 15,620.00

OUTSIDE SVCS/SUB-CONTRACT	
SERVICE	
subtotal	

**BOEM Borrow Area Lease**

Subtotal \$ **21,964.00**

DIRECT LABOR										
ACTIVITY	PROJECT ADMIN & COORD.	Liaison with BOEM	Lease App and Processing	Lease Review and Coordination				TOTAL HOURS	RATE	EST. COST
	8	16	24	4				52	\$ 233	\$ 12,116.00
								0	\$ 176	\$ -
		16	40	4				60	\$ 136	\$ 8,160.00
								0	\$ 111	\$ -
								0	\$ 102	\$ -
(ADD)			16					16	\$ 69	\$ 1,104.00
t	4		4					8	\$ 73	\$ 584.00
LABOR										\$ 21,964.00

OUTSIDE SVCS/SUB-CONTRACT	
SERVICE	
subtotal	



	4		12			16	\$ 73	\$ 1,168.00
LABOR								\$ 36,415.00

subtotal
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**Responses to RAI No. 2 (FDEP and USACE)**

Subtotal \$ **13,395.00**

DIRECT LABOR										
TYPE	PROJECT MGT/ QA/QC/ ADMIN	ENGR ANALYSIS	RAI Doc Prep	Liaison	QA/QC			TOTAL HOURS	RATE	EST. COST
	4		4	4	5			17	\$ 233	\$ 3,961.00
								0	\$ 176	\$ -
		10	20	10	5			45	\$ 136	\$ 6,120.00
								0	\$ 111	\$ -
		10		10				20	\$ 102	\$ 2,040.00
(ADD)			10					10	\$ 69	\$ 690.00
Total	4		4					8	\$ 73	\$ 584.00
LABOR										\$ 13,395.00

OUTSIDE SVCS/SUB-CONTRACT
SERVICE
subtotal

**Development of Submittals Required by Permit (FDEP)**

Subtotal \$ **25,004.00**

DIRECT LABOR										
TYPE	PROJECT MGT/ QA/QC/ ADMIN	Liaison	Doc Prep	QA/QC				TOTAL HOURS	RATE	EST. COST
	8	16	4	4				32	\$ 233	\$ 7,456.00
								0	\$ 176	\$ -
			24	8				32	\$ 136	\$ 4,352.00
			8					8	\$ 111	\$ 888.00
								0	\$ 102	\$ -
(ADD)			16					16	\$ 69	\$ 1,104.00
Total	4		4					8	\$ 73	\$ 584.00
LABOR										\$ 14,384.00

OUTSIDE SVCS/SUB-CONTRACT
SERVICE
Coastal Eco-Group (CEG)
subtotal

RESOLUTION 2023 - \_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE TOURIST DEVELOPMENT BEACH RESTORATION FUND BUDGET FOR FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE**

**WHEREAS**, it is necessary to increase the Tourist Development Beach Restoration Fund 1111 to receive unanticipated grant revenue from the Florida Department of Environmental Protection (FDEP) related to the Flagler County Hurricane Recovery 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 Tourist Development Beach Restoration Fund 1111 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 4<sup>th</sup> day of December 2023.

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: 2023.11.27 11:23:23 -05'00'  
\_\_\_\_\_  
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	02	20896	11/21/2023		BUA FDEPHXDN	1	2			
1	11188280	582009		Operating - Grants	Other Entities			.00 35,079,975.00	35,079,975.00	
	1111-180-8001-537800-530-53-000-000-582009-							11/21/2023		
2	11113340	334200		Tourist Dev-Beach Restore	State Grt-Public Safety			.00 -35,079,975.00	-35,079,975.00	
	1111-001-0000-334200-330-00-000-000-334200-							11/21/2023		
								** 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	2	20896											
BUA	1111-180-8001-537800-530-53-000-000-582009-			11/21/2023	FDEPHXD				Other Entities	T		35,079,975.00	
BUA	1111-001-0000-334200-330-00-000-000-334200-			11/21/2023	FDEPHXD				State Grt-Public safety	T			35,079,975.00
												.00	.00
BUA	1111-000-0000-000000-000-00-000-000-241000-			11/21/2023	FDEPHXD				Appropriations				35,079,975.00
BUA	1111-000-0000-000000-000-00-000-000-171000-			11/21/2023	FDEPHXD				Estimated Revenues			35,079,975.00	
SYSTEM GENERATED ENTRIES TOTAL												35,079,975.00	35,079,975.00
JOURNAL 2024/02/20896 TOTAL												35,079,975.00	35,079,975.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1111	2024	2	20896	11/21/2023	Tourist Dev-Beach Restore		
					1111-000-0000-0000000-000-00-000-000-171000-		
					Estimated Revenues	35,079,975.00	
					1111-000-0000-0000000-000-00-000-000-241000-		
					Appropriations		35,079,975.00
FUND TOTAL						35,079,975.00	35,079,975.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: MCatalano

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			11/21/2023	2024/02/20896						
PAB	CE23003	-AID/GRANT	-FDEM/1111	-582009				T	FDEPHXDN	5 35,079,975.00
PAB	CE23003	-GRANT	-STATE	-FDEP				T	FDEPHXDN	5 -35,079,975.00
Project Expense String Totals										
CE23003 Total:										35,079,975.00
Project FS String Totals										
CE23003 Total:										-35,079,975.00
PROJECT JOURNAL GRAND TOTAL:										0.00

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

September 6, 2023  
Regular Meeting

**ITEM 7J – CONSIDERATION OF APPROVAL OF THE FIRST AMENDMENT TO THE STANDARD GRANT AGREEMENT #23FL2 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE FLAGLER COUNTY HURRICANE RECOVERY PROJECT WHICH PROVIDES ADDITIONAL FUNDING IN THE AMOUNT OF \$35,079,975:**

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

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

**SUBJECT:** Consideration of Approval of the First Amendment to the Standard Grant Agreement #23FL2 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners for the Flagler County Hurricane Recovery Project which Provides Additional Funding in the Amount of \$35,079,975.

**DATE OF MEETING:** September 6, 2023

**OVERVIEW/SUMMARY:** The Standard Grant Agreement #23FL2 was approved by the Board of County Commissioners on February 6, 2023, which provided for the required local matching funds for the Hurricane Dorian FEMA project in the amount of \$457,601.95 and for a dune replenishment project in the Painter's Hill community in the amount of \$3,389,474.56. New funds in the amount of \$35,079,975 have been allocated through a special session of the Florida Legislature to provide funds for the Flagler County Hurricane Recovery Project. The new total amount of the Agreement will be \$38,927,051.51. The additional funds for this Agreement are to be used for design, permitting, and construction of dune and beach storm recovery projects in accordance with the FDEP Hurricane Recovery Plan. Projects can include dredging or truck-haul beach and dune replenishment, dune stabilization measures, mitigation reefs, and native beach-dune vegetation.

**STRATEGIC PLAN:**

Focus Area: Growth and Infrastructure

- Goal 2- Protect and Manage Natural Resources
  - Objective EV 2.1.1: Protect and renourish the dunes/beaches

**FUNDING INFORMATION:** No funding will be appropriated at this time. It is currently estimated that the funds provided through this agreement will not be utilized for one year. Staff will return to the board to appropriate grant funding at a later date.

**DEPARTMENT CONTACT:** Faith Alkhatib, P.E., County Engineer (386) 313-4006

**RECOMMENDATIONS:** Request the Board to approve and authorize the Chair to execute the First Amendment to FDEP Standard Grant Agreement Number 23FL2 between Flagler County and the Florida Department of Environmental Protection for the Flagler County Hurricane Recovery Project