



# Flagler County Board of County Commissioners Special Meeting Agenda

February 10, 2015 • 9:00 a.m.

1. **Pledge to the Flag and Moment of Silence**
2. **Chairman Comments**
3. **Consideration of RFP Proposals for the Lease of the Former Courthouse/Annex; Authorizing a Lease of the Facility and the Expenditure of \$360,000 in Capital Improvements:** The County Commission approve the ranking of RFP-P035-0-2015 and authorize staff to negotiate an agreement with the top ranked firm, First Baptist Christian Academy of Palm Coast, and authorize the Chairman to execute an agreement as approved in form by the County Attorney and as approved by the County Administrator and; approval of the Capital Investment not to exceed \$360,000. Further, authorize the County Administrator to take all necessary actions to implement the agreement.
4. **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.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING / ITEM 3**

**SUBJECT:** Consideration of RFP Proposals for the Lease of the Former Courthouse/Annex; Authorizing a Lease of the Facility and the Expenditure of \$360,000 in Capital Improvements

**DATE OF MEETING:** February 10, 2015

**OVERVIEW/SUMMARY:** Work on reusing this facility has been on-going for many years dating back to 2007, shortly after the facility was vacated. The Commission has studied and evaluated the structure, held workshops on the issue with the City of Bunnell and the former Sheriff, formed an Ad Hoc Historic Courthouse Committee with the City of Bunnell and gave the entire property to the City of Bunnell and subsequently received it back. Volumes of this information is available online under the government tab at the top of the website "BOCC" and then under Historical Courthouse tab on the left side of the BOCC page.

More recently, since receiving the property back, the County has struggled with ways to eliminate the on-going operational costs, show sensitivity to various community interests, and ensure proper handling of this County asset. To assist with this process, the Commission created an Ad Hoc Historic Courthouse Committee. A summary of the Committee's activities are included (Attachment 1). The Ad Hoc Historic Courthouse Committee's November Report is online under the same tab as described above.

After submittal of its November 2014 report, the Committee became more focused on redevelopment details and several new prospects began to show interest after reading and hearing about the facility in the news. County staff began to explore the potential of various prospects and after it was determined that viable options existed, an RFP was pursued with the Committee as required by Florida Statutes when leasing a publically owned facility. The project specific portions of the RFP- Section 4 – Proposal Submittal and Requirements are included (Attachment 2).

Two RFPs were received and are provided (Attachment 4). Both proposals requested long term leases, offered substantial facility improvements and were sensitive to the historical nature of the facility. Both proposals could have positive area impacts on downtown Bunnell, remove on-going operational costs, and enable the County to retain the asset long-term to meet future County space needs. Both have asked for the right of first refusal should a future Board seek to sell the facility.

The evaluator ranking and comments for the two proposals have also been included (Attachment 3). Both proposals were interesting in their own right, but staff unanimously ranked the First Baptist Christian Academy of Palm Coast as the number one proposal. When comparing the two proposals the Academy Proposal stood out in contrast to the other proposal for the following main reasons:

1. Timing of Improvements and larger initial capital investment.
2. Non-reliance on grants to fund operations and facility improvements
3. More established funding sources vs. speculative
4. Existing and larger organization/operation vs. start-up
5. Rent vs. non-rent for the County's asset.
6. More thorough due diligence/understanding of building issues.
7. Experience in maintaining larger facilities.

If the Academy proposal is accepted, the proposed lease terms would apply (Attachment 5). Further, if accepted by the Board, staff would then finalize a lease agreement based on the lease terms and the County's standard airport lease for the Chairman execution and then proceed to implementation.

**FUNDING INFORMATION:** Funding for the County's one-time Capital Improvement contribution of \$360,000 would come from the Local Discretionary Sales Tax Fund (311). A budget transfer will be brought forward at a future hearing to appropriate this project from reserves of the Fund.

**DEPT./CONTACT/PHONE #:** Sally Sherman, Deputy County Administrator (386) 313-4125

**RECOMMENDATIONS:** The County Commission approve the ranking of RFP-P035-0-2015 and authorize staff to negotiate an agreement with the top ranked firm, First Baptist Christian Academy of Palm Coast, and authorize the Chairman to execute an agreement as approved in form by the County Attorney and as approved by the County Administrator and; approval of the Capital Investment not to exceed \$360,000. Further, authorize the County Administrator to take all necessary actions to implement the agreement.

**ATTACHMENTS:**

1. Ad Hoc Historic Courthouse Committee Activity Summary
2. Specific RFP Requirement Pages
3. Tabulation Sheet – Committee Ballot Sheet Evaluation Committee Final Ranking Overview Comments
4. RFP Proposals Received
5. Proposed Lease Terms for Agreement

  
\_\_\_\_\_  
Sally Sherman, Deputy County Administrator

\_\_\_\_\_  
6 February 2015  
Date

  
\_\_\_\_\_  
Craig Coffey, County Administration

\_\_\_\_\_  
6 February 2015  
Date

**Ad Hoc Historic County Committee Report  
February 9, 2015**

On November 17, 2014, the Ad Hoc Historic Courthouse Committee presented its report to the County Commission following extensive work to evaluate the future of the Historic Courthouse and Annex. The report provided recommendations to the Flagler County Board of County Commissioners in response to Resolution 2014-20, which established the Ad Hoc Historic Courthouse Committee to evaluate the future of the Historic Flagler County Courthouse and Annex building. Following the presentation of the Ad Hoc Historic Committee recommendation, the Commission expanded the role of the Committee enabling it to pursue possible tenants and extended the timeline for the committee to March 31, 2015.

As conveyed within the Ad Hoc Historic Committee Report presented to the Commission in November 2014, if the facility is leased to businesses for other purposes (non-Government use), it will require at a minimum the City of Bunnell's approval for a rezoning. The property is located in the downtown commercial area of Bunnell and whether leased, sold, or any other action taken on the property, the zoning needs to be changed to allow other uses than solely governmental. Therefore, on December 22, 2014, staff submitted an application to the City of Bunnell to Amend the Future Land Use from City of Bunnell Public to City of Bunnell Commercial Medium. Concurrently, an application was submitted to change the Zoning Designation from City of Bunnell Public to City of Bunnell B-2, Business district. The City's Planning, Zoning and Appeals Board, at its January 20, 2015 meeting, recommended approval of both applications to the City of Bunnell Commission. On January 26, 2015, the City Commission held its first reading on the requests and recommended approval. The second and final reading is scheduled for February 9, 2015.

In October 2014, the Ad Hoc Committee was provided information on the Common Area Maintenance (CAM) Charges to gain a sense of what the potential cost for continuation of maintenance of the facility could be. The information was further refined to include the potential cost of a County Capital Investment that was provided to the Committee to spur interest in the facility. The potential capital investment by the County would be capped at \$360,000 to be recouped over a 30 year period through the monthly rent. This amount would cover some critical components such as Tuck-pointing/Sealing Exterior Walls/Facades, Fire Panel/Safety System, Security/Emergency Lighting and Exits, Sprinklers in Annex/Rehab of Historic, Window Annex and Historic (partial) and Elevators. The potential tenant shell finishing cost is estimated to be over \$500,000-dependent on needs (Attachment 1).

Through community outreach and discussions, the Ad Hoc Historic Courthouse Committee worked with County staff to let a Request for Proposals seeking interest in leasing the Historic Flagler County Courthouse. This RFP was advertised in the *News Journal* as well as publicly broadcast on Demandstar.com. RFP-P035-0-2015 requested proposals from firms interested in leasing the facility.

On February 4, 2015, the County received two (2) responses as detailed on the attached tabulation sheet as well as the Review Committee Comments (Attachments 2 and 3). Staff reviewed the proposals for conformity to specifications as well as to the terms and conditions outlined in the RFP documents. Staff recommends award to First Baptist Christian Academy of Palm Coast who demonstrated through the RFP process to be the most responsive and responsible firm.

**ATTACHMENT 2**  
**EXCERPT RFP PO35-0-2015**

**SECTION 4 – PROPOSAL SUBMITTAL & REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, four (4) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

**TABLE OF CONTENTS**

**TAB A – STATEMENT OF INTEREST AND INTRODUCTION**

Each Proposer must submit a cover letter identifying the names of the Proposer(s) and the types of business operations planned at the property desired. Proposer(s) may include other important general information that is deemed significant enough to be highlighted within the Request for Proposals (RFP) document. An authorized representative of the proposing entity must sign the cover letter.

**TAB B – DETAILED PROPOSAL**

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the proposers responding to this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the combined qualifications of the proposer.

The proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included.

**A: BUSINESS, DEVELOPMENT AND MARKETING PLAN**

- 1a. Proposer(s) must describe its proposed use of the property. At a minimum, a detailed description of the site uses, operating hours, and target market.
- 2a. Proposer(s) must describe their development and/or renovation plan, including a proposed timeline, for the property(s) together with the required governmental approvals necessary to implement their plan, as well as professionals to be engaged in connection with such approvals. Please include any details in the proposal if plans include eliminating historical features described herein or modifying or eliminating the front courtyard or historical features.

**B: CAPITAL INVESTMENT & RENT**

- 1b. Proposer must describe what capital investment it will be making to replace or renovate the structures on the property(s) to meet the needs of the intended use. Proposer(s) must describe their development and/or renovation plan for the property(s) together with the required governmental approvals necessary to implement their plan, as well as professionals to be engaged in connection with such approvals.
- 2b. Provide a detailed proposal of the proposed rent, security deposit, common area maintenance (CAM), term of the Lease, and name of guarantor(s). The minimum lease period is 10 years.

**C: FINANCIAL INFORMATION**

An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the lease period shall be included in the RFP response. Include the most recent and 2 prior years reviewed or audited Financial Statements (including notes) with letter from CPA

for the proposer and the proposed guarantor(s). Show evidence of financial resources and capabilities. Pursuant to Florida Statute 119.071(2013) of the Florida Public Records Law, any financial statements supplied to the County is exempt from inspection and copying by the public.

**TAB C – STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

Proposer(s) must describe their experience in operating the proposed use, including locations of similar businesses operated by Proposer(s) and proof of any certifications and/or registrations required for the type of business.

**TAB F – REQUIRED DOCUMENTS**

Include all required Flagler County forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- **Form 7.1** Proposer's Certification form
- **Form 7.2** Addendum Acknowledgement
- **Form 7.3** Sworn Statement on Public Entity Crimes
- **Form 7.4** Affidavit of Non-Collusion and of Non-Interest of Flagler County Employees
- **Form 7.5** Proposer Information

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Flagler County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**SECTION 5 – EVALUATION OF PROPOSALS**

**EVALUATION CRITERIA**

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
<i>Proposed Concept</i>	<b>(30 points)</b>
<i>Experience and Qualifications of Firm and Individuals</i>	<b>(20 points)</b>
<i>Financial Strength</i>	<b>(15 points)</b>
<i>Proposed Redevelopment Schedule of the Facility</i>	<b>(10 points)</b>
<i>Timeline for Implementation of proposal</i>	<b>(10 points)</b>
<i>Proposed Rent/Investment</i>	<b>(5 points)</b>
<i>Community Benefit to the Area</i>	<b>(5 points)</b>
<i><u>Local Organization – Property/Business Owner in Flagler County</u></i>	<b>(5 points)</b>
<b>TOTAL</b>	<b>100 points</b>

**RFP SCHEDULE:**

The following schedule is the PROPOSED schedule for evaluations. *The County reserves the right to alter dates as needed.*

Deadline for Proposal Questions . . . . .	3:00pm, January 28, 2015
Proposal Due Date . . . . .	8:30am, February 4, 2015
Evaluation Committee Meeting . . . . .	February 5, 2015

**SELECTION PROCEDURE** – The Staff Qualifications Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Staff Qualifications Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Staff Qualifications Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Staff Qualifications Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations or interviews before adjourning. Purchasing shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Staff Qualifications Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The County Administrator, or his authorized designee, the County staff, and authorized members of outside agencies may participate in the oral presentations or interviews as determined by the County.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Staff Qualifications Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Staff Qualifications Committee shall report its recommendations and order of preference (final ranking) to the Board of County Commissioners.

**PROPOSAL EVALUATION** – Flagler County shall be the sole judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:

- (a) Reject any or all proposals or parts thereof
- (b) Issue subsequent RFP
- (c) Cancel the entire RFP
- (d) Remedy technical errors in the RFP
- (e) Negotiate with any, all, or none of the Proposers
- (f) Award a contract to one or more Proposers or none at all
- (g) Accept other than the lowest price
- (h) Waive informalities and irregularities in proposals

The proposals received will be evaluated by qualified personnel of Flagler County.

Flagler County reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

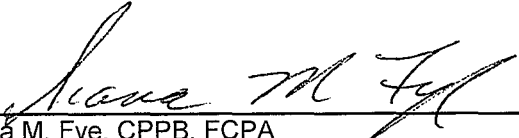


**Flagler County Board of County Commissioners**  
RFP- P035-0-2015, Leasing of the Historic Flagler County Courthouse

**Committee Ballot Sheet**

**Meeting Time, Date, and Place**  
9:00 a.m. on Wednesday, February 4, 2015  
1769 E. Moody Boulevard, Building 2, Third Floor  
Bunnell, FL 32110

Firms	Committee Members			Score	Ranking
	Sally Sherman	Heidi Petito	Roy Sieger		
ExecData, Inc. OBO Information Technology Development Center	2	2	2	6	2
First Baptist Christian Academy of Palm Coast	1	1	1	3	1

  
 \_\_\_\_\_  
 Diana M. Fye, CPPB, FCPA  
 Senior Procurement Analyst

<i>Recommendation of Award</i>
First Baptist Christian Academy of Palm Coast

# First Baptist Christian Academy of Palm Coast

## Proposal Reviewers Comments

### Proposed Concept:

Score	25	28	25
	Detailed use as private school, hours of operation, Renovation and revitalization of space, preservation of historic features,	Excellent, will allow for growth of the business and accreditation	Private Christian School which offers classes from pre-school through high school Long term lease, 30 years?

### Experience and Qualifications of Firm and Individuals:

Score	20	18	18
	Existing operation relocating for growth, Proven experience, established school in 2008, Joe P Architect, Buckles contractor, Doc preliminary design, VPK Certification	Established in 2008 – currently serving and will continue to serve	Currently employs 35 full and part time teachers

### Financial Strength:

Score	5	15	10
	Church established 1974, School established 2008 Growth projection – year 1 relocation \$1.6M Lease payment to County \$1,000 monthly, after year 2 \$2,000	Already has the financial where with all to support this purpose, with room for growth and increased enrollment additional revenue.	\$1,000 per month for two years (.25 per sq ft) Has \$500,000 renovation capital through gifts and secured promissory notes Ready to invest \$300,000 for improvements (page 4)

### Proposed Redevelopment Schedule of Facility:

Score	10	10	8
	Renovation 4 months with occupancy July 31, 2015 Conducted due diligence of facility to understand needs	Already secured local firm for preliminary design/plans. Already secured preliminary construction costs from local general contractor	Restroom and fire/life safety systems 4 months, occupancy date July 31, 2015 / start classes August 17, 2015 \$400,000 - \$500,000 improvements Will preserve the historical aspects of the courthouse

### Timeline for Implementation of Proposal:

Score	10	10	10
	Immediate advancement, preparation for 2015-16 school year – starting August 17, 2015	Improvements will take 120 days (4 months) Occupancy 7/3/15 for start of classes 08/17/15	4 months

### Proposed Rent/Investment:

Score	5	5	3
	\$1,000 year 2 - \$2,000 w/cam \$800,000 \$5,700 w/cam	Long Term Lease, initial outlay from school \$500k construction/renovation \$150k working capital, \$150k relocation expense. Payback to County for capital costs, CAM, and rent.	\$1,000 for two years. After two years the rent goes up to \$2,000 plus CPO increases total rent received \$5,700 (year end) and \$6,700 (after year two)

### Community Benefit to the Area:

Score	3	5	4
	Possible partnership w/Historic Org Introduce Community Leverage Partnership	Excellent – occupy currently vacant building, employ more personnel, enroll more students, use of local firms to perform work.	I believe a school in that area will be welcome as it is surrounded by neighborhoods.

### Local Organization – Property/Business Owner in Flagler County:

Score	5	5	5
	Existing	Established in 2008, serves 211 students, employs 35 people, located in Palm Coast	Established in 2008, Palm Coast, FL. They are out growing their current facility.

<b>Total</b>	<b>83</b>	<b>96</b>	<b>83</b>
--------------	-----------	-----------	-----------

# ExecData, Inc. OBO Information Technology Development Center

## Proposal Reviewers Comments

### Proposed Concept:

Score	15	10	10
	Start up – become a core of the IT business Community. Preserve Historic Features, 1st Floor – Video Facility – space to be rented, 2nd Floor – IT incubator – will attract tenants for space, 3rd Floor – Have individuals who are interested in Adult Education & IT, 2nd Floor Courthouse – Rental Space for Offices/Courthouse, 1st Floor Courthouse – Public & Corporate Use, 10 years triple net – no cost to county	Innovative approach, much needed concept, lacks security and financial budgeting and support.	Use the courthouse as an ...housing various businesses (incubator) 10 year lease with two 5 year renewals, with the intent to purchase ITDC will pay no rent (\$0.00)

### Experience and Qualifications of Firm and Individuals:

Score	3	5	10
	Not established – per proposal – no known individual or corporation that has experience in use. Unique concept, Experienced / 6 startups	Concept conceived locally within the last few months as an attempt to save Courthouse. No known individual or corporation has experience in operating the proposed use.	ITDC is not a established company. There are no known individual or corporation that has the experience in operating the proposed use. But the proposed staff has experience in running a business (collectively).

### Financial Strength:

Score	7	2	5
	100% Upgrade, Initial Investment of \$250,000, Investment over 3 years \$1,000,000, ITDC – dependent on grants, loans and investors / marketing package, No lease payment to County, 1st Investment to create accounts and/or payment to cover operational cost by County, 2nd Investment will be renovation cost to allow occupancy, Day 1 of lease pursue grant – negotiate with Adult Ed, Adult Ed fund/rent used to renovate 1st Floor.	Lacking financial statements, bank records, etc. Relying on investors, grants and loans.	The revenue stream is not solid. They have to find tenants for the facility. They currently have \$250,000 for FC residents projecting annual revenues to decrease in 3 years? Initial working capital \$500,000 (½ investors, ½ loan)

### Proposed Redevelopment Schedule of Facility:

Score	3	2	5
	Renovate as needed – develop when funding is available, Initial Completed over 3 years, Class A Office Space, Revenue by month 3 from use of courtrooms for com org	Too loose, lacks detail	Invest \$1,000,000 over the next 3 years. ITDC intent is to preserve all historical features.

### Timeline for Implementation of Proposal:

Score	5	2	5
	All upgrades by year 3 – depending on grants and leases Not sure full due diligence conducted	Too loose, everything hinges on finances	Renovations will continue as the space is needed/leased.

### Proposed Rent/Investment:

Score	2	2	0
	Rent 0 – Investment initial \$250,000 Remain dependent on loans and part total investment	No money for County – “Just wants the building for free” No money in bank or secured, new entity	Rent \$0.00

### Community Benefit to the Area:

Score	3	2	1
	May introduce individuals to area and spark economic development.	Community access, café, wifi (if it comes to fruition), Economic Development for start-ups	Start up business

### Local Organization – Property/Business Owner in Flagler County:

Score	5	0	2
	Propose local – start up	New concept, not formally developed	Residents that are involved in the community.

Total	43	25	38
-------	----	----	----

# Flagler County Board of County Commissioners

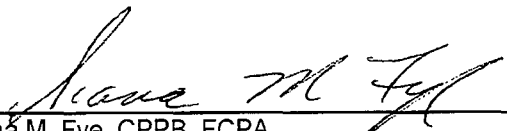
RFP- P035-0-2015, Leasing of the Historic Flagler County Courthouse

## Committee Ballot Sheet

### Meeting Time, Date, and Place

9:00 a.m. on Wednesday, February 4, 2015  
 1769 E. Moody Boulevard, Building 2, Third Floor  
 Bunnell, FL 32110

Firms	Committee Members			Score	Ranking
	Sally Sherman	Heidi Petito	Roy Sieger		
ExecData, Inc. OBO Information Technology Development Center	2	2	2	6	2
First Baptist Christian Academy of Palm Coast	1	1	1	3	1

  
 Diana M. Fye, CPPB, FCPA  
 Senior Procurement Analyst

Recommendation of Award
First Baptist Christian Academy of Palm Coast

# First Baptist Christian Academy of Palm Coast

## Proposal Reviewers Comments

### Proposed Concept:

Score	25	28	25
	Detailed use as private school, hours of operation, Renovation and revitalization of space, preservation of historic features,	Excellent, will allow for growth of the business and accreditation	Private Christian School which offers classes from pre-school through high school Long term lease, 30 years?

### Experience and Qualifications of Firm and Individuals:

Score	20	18	18
	Existing operation relocating for growth, Proven experience, established school in 2008, Joe P Architect, Buckles contractor, Doc preliminary design, VPK Certification	Established in 2008 – currently serving and will continue to serve	Currently employs 35 full and part time teachers

### Financial Strength:

Score	5	15	10
	Church established 1974, School established 2008 Growth projection – year 1 relocation \$1.6M Lease payment to County \$1,000 monthly, after year 2 \$2,000	Already has the financial where with all to support this purpose, with room for growth and increased enrollment additional revenue.	\$1,000 per month for two years (.25 per sq ft) Has \$500,000 renovation capital through gifts and secured promissory notes Ready to invest \$300,000 for improvements (page 4)

### Proposed Redevelopment Schedule of Facility:

Score	10	10	8
	Renovation 4 months with occupancy July 31, 2015 Conducted due diligence of facility to understand needs	Already secured local firm for preliminary design/plans. Already secured preliminary construction costs from local general contractor	Restroom and fire/life safety systems 4 months, occupancy date July 31, 2015 / start classes August 17, 2015 \$400,000 - \$500,000 improvements Will preserve the historical aspects of the courthouse

### Timeline for Implementation of Proposal:

Score	10	10	10
	Immediate advancement, preparation for 2015-16 school year – starting August 17, 2015	Improvements will take 120 days (4 months) Occupancy 7/3/15 for start of classes 08/17/15	4 months

### Proposed Rent/Investment:

Score	5	5	3
	\$1,000 year 2 - \$2,000 w/cam \$800,000 \$5,700 w/cam	Long Term Lease, initial outlay from school \$500k construction/renovation \$150k working capital, \$150k relocation expense. Payback to County for capital costs, CAM, and rent.	\$1,000 for two years. After two years the rent goes up to \$2,000 plus CPO increases total rent received \$5,700 (year end) and \$6,700 (after year two)

### Community Benefit to the Area:

Score	3	5	4
	Possible partnership w/Historic Org Introduce Community Leverage Partnership	Excellent – occupy currently vacant building, employ more personnel, enroll more students, use of local firms to perform work.	I believe a school in that area will be welcome as it is surrounded by neighborhoods.

### Local Organization – Property/Business Owner in Flagler County:

Score	5	5	5
	Existing	Established in 2008, serves 211 students, employs 35 people, located in Palm Coast	Established in 2008, Palm Coast, FL. They are out growing their current facility.

<b>Total</b>	<b>83</b>	<b>96</b>	<b>83</b>
--------------	-----------	-----------	-----------

# ExecData, Inc. OBO Information Technology Development Center

## Proposal Reviewers Comments

### Proposed Concept:

Score	15	10	10
	Start up – become a core of the IT business Community. Preserve Historic Features, 1st Floor – Video Facility – space to be rented, 2nd Floor – IT incubator – will attract tenants for space, 3rd Floor – Have individuals who are interested in Adult Education & IT, 2nd Floor Courthouse – Rental Space for Offices/Courthouse, 1st Floor Courthouse – Public & Corporate Use, 10 years triple net – no cost to county	Innovative approach, much needed concept, lacks security and financial budgeting and support.	Use the courthouse as an ...housing various businesses (incubator) 10 year lease with two 5 year renewals, with the intent to purchase ITDC will pay no rent (\$0.00)

### Experience and Qualifications of Firm and Individuals:

Score	3	5	10
	Not established – per proposal – no known individual or corporation that has experience in use. Unique concept, Experienced / 6 startups	Concept conceived locally within the last few months as an attempt to save Courthouse. No known individual or corporation has experience in operating the proposed use.	ITDC is not a established company. There are no known individual or corporation that has the experience in operating the proposed use. But the proposed staff has experience in running a business (collectively).

### Financial Strength:

Score	7	2	5
	100% Upgrade, Initial Investment of \$250,000, Investment over 3 years \$1,000,000, ITDC – dependent on grants, loans and investors / marketing package, No lease payment to County, 1st Investment to create accounts and/or payment to cover operational cost by County, 2nd Investment will be renovation cost to allow occupancy, Day 1 of lease pursue grant – negotiate with Adult Ed, Adult Ed fund/rent used to renovate 1st Floor.	Lacking financial statements, bank records, etc. Relying on investors, grants and loans.	The revenue stream is not solid. They have to find tenants for the facility. They currently have \$250,000 for FC residents projecting annual revenues to decrease in 3 years? Initial working capital \$500,000 (½ investors, ½ loan)

### Proposed Redevelopment Schedule of Facility:

Score	3	2	5
	Renovate as needed – develop when funding is available, Initial Completed over 3 years, Class A Office Space, Revenue by month 3 from use of courtrooms for com org	Too loose, lacks detail	Invest \$1,000,000 over the next 3 years. ITDC intent is to preserve all historical features.

### Timeline for Implementation of Proposal:

Score	5	2	5
	All upgrades by year 3 – depending on grants and leases Not sure full due diligence conducted	Too loose, everything hinges on finances	Renovations will continue as the space is needed/leased.

### Proposed Rent/Investment:

Score	2	2	0
	Rent 0 – Investment initial \$250,000 Remain dependent on loans and part total investment	No money for County – “Just wants the building for free” No money in bank or secured, new entity	Rent \$0.00

### Community Benefit to the Area:

Score	3	2	1
	May introduce individuals to area and spark economic development.	Community access, café, wifi (if it comes to fruition), Economic Development for start-ups	Start up business

### Local Organization – Property/Business Owner in Flagler County:

Score	5	0	2
	Propose local – start up	New concept, not formally developed	Residents that are involved in the community.

<b>Total</b>	<b>43</b>	<b>25</b>	<b>38</b>
--------------	-----------	-----------	-----------



**PROPOSAL FOR LEASING OF THE  
HISTORIC FLAGLER COUNTY COURTHOUSE  
RFP-P035-0-2015  
Flagler Tax Parcel Nos. 10-12-30-0850-01330-0000 &  
10-12-30-0850-01220-0000  
201 East Moody Boulevard  
Bunnell, Flagler County, Florida  
February 3, 2015**

Prepared For:



**Flagler County BOCC**  
Purchasing Department  
1769 E. Moody Boulevard  
Building 2, Third Floor  
Bunnell, Florida, 32110

Prepared By:



**First Baptist Christian Academy of Palm Coast**  
6052 Palm Coast Parkway NW  
Palm Coast, Florida 32137  
386.446.0094  
[www.fbcpcacademy.org](http://www.fbcpcacademy.org)



February 3, 2015

Kris Collora, CPPB  
Purchasing Manager  
Flagler County BOCC  
Purchasing Department  
1769 E. Moody Boulevard  
Building 2, Third Floor  
Bunnell, Florida 32110

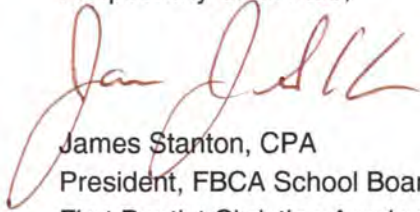
Reference: **PROPOSAL FOR LEASING OF THE  
HISTORIC FLAGLER COUNTY COURTHOUSE  
RFP-P035-0-2015  
Flagler Tax Parcel Nos. 10-12-30-0850-01330-0000 &  
10-12-30-0850-01220-0000  
201 East Moody Boulevard  
Bunnell, Flagler County, Florida**

Dear Ms. Collora:

First Baptist Christian Academy of Palm Coast (FBCA) is pleased to submit this proposal for establishing a long-term lease of the above-referenced property (hereinafter, referred to as "the site"). FBCA is pursuing this long-term lease to relocate our Academy in order to accommodate the significant growth we have experienced over the past couple of school years. The site represents the opportunity for FBCA to continue to expand its operation as a private Christian school, seek accreditation, and to be a positive addition to the City of Bunnell and Flagler County.

FBCA appreciates the opportunity to present this proposal to the Flagler County Board of County Commissioners for consideration. Please contact the undersigned if there are any questions or if additional information is needed.

Respectfully Submitted,

  
James Stanton, CPA  
President, FBCA School Board  
First Baptist Christian Academy  
[jim@rivport.com](mailto:jim@rivport.com)

  
Rev. Kevin Lautar  
Principal, FBCA  
First Baptist Christian Academy  
[kevin@fbcpc.org](mailto:kevin@fbcpc.org)



**TABLE OF CONTENTS**

**TAB A STATEMENT OF INTEREST AND INTRODUCTION ..... 1**

**TAB B DETAILED PROPOSAL ..... 1**

    A. Business, Development, and Marketing Plan..... 1

        1a. Proposed Use of Property ..... 1

        2a. Development and Renovation Plan ..... 2

    B Capital Investment & Rent ..... 3

        1b. Proposed Use of Property ..... 3

        2b. Development and Renovation Plan..... 4

    C Financial Information ..... 5

**TAB C STATEMENT OF QUALIFICATIONS AND EXPERIENCE..... 1**

**TAB D REQUIRED DOCUMENTS ..... 1**

    Form 7.1: Proposer’s Certification Form..... 2

    Form 7.2: Addendum Acknowledgement..... 3

    Form 7.3: Sworn Statement on Public Entity Crimes..... 4

    Form 7.4: Affidavit of Non-Collusion and of Non-Interest of Flagler County Employees..... 5

    Form 7.5: Proposer Information ..... 6

**ATTACHMENTS**

- Attachment A Preliminary Site Design
- Attachment B Copies of select FBCA Certifications and Licenses



## **TAB A STATEMENT OF INTEREST AND INTRODUCTION**

The property referenced throughout this proposal, Flagler County Tax Parcel Nos. 10-12-30-0850-01330-0000 & 10-12-30-0850-01220-0000, consists of the Historic Flagler County Courthouse and Annex and an additional partially fenced parcel of land with a parking area, a grassy area, and a tennis court (hereinafter, referred to as “the site”).

The First Baptist Christian Academy of Palm Coast (FBCA) is a private Christian school, which offers classes from preschool through high school. FBCA was established in 2008 as a ministry of the First Baptist Church of Palm Coast located at 6050 Palm Coast Parkway NW in Palm Coast, Florida. Over the past couple of years, FBCA has come to the realization that they are outgrowing their facility at the same address; therefore, they are looking for ways to continue to grow and serve the community by providing an excellent alternative educational environment. The site represents the best opportunity for FBCA to continue to expand its operation, seek accreditation and be a positive addition to the businesses in the City of Bunnell and Flagler County.

FBCA opened in the fall of 2008 with two preschool classes. In each successive year, FBCA added grades through the elementary grades. In 2013, it was decided that FBCA would open classes to middle and high school students and now serves 211 students from preschool through 11th grades. This year, FBCA offers classes in a traditional teacher-taught format, virtual classes, and homeschool partnerships in 23 classrooms. FBCA currently employs 35 full- and part-time teachers, aides and administrative staff. The facility at the First Baptist Church of Palm Coast has been sufficient to house FBCA during its initial growth period; however, the intended use for this campus was for Sunday School rather than for full-time primary education. Currently, FBCA utilizes every available room and space on campus to meet its needs.

The two main goals of FBCA are to continue to expand and grow to meet the alternative educational needs of the community and to become accredited. Neither of these goals can be accomplished as long as FBCA remains in operation at the current facility because the classroom sizes are too small to effectively run a growing school operation. The small classrooms also represent significant negative impacts to income potential. Additionally, FBCA has the desire to become accredited through the Florida Association of Christian Colleges and School (FACCS). This goal of accreditation cannot happen in the current location because of facility square footage to student ratio limitations.

It is the desire of the FBCA to relocate its operations from its current location to the site. This move would facilitate FBCA’s success in accomplishing its goals of expanding student enrollment and achieving accreditation through FACCS.



## **TAB B            DETAILED PROPOSAL**

FBCA has carefully reviewed the RFP and has prepared this detailed proposal to satisfy all requirements and to clearly illustrate the intended utilization of the site.

### **A.        Business, Development, and Marketing Plan**

The following sections provide further details pertaining to FBCA's plans for obtaining, developing, and utilizing the site.

#### **1a.      Proposed Use of Property**

If awarded, FBCA will utilize the entire site including the Historic Courthouse, the Annex, the parking located behind the Bunnell City Hall, and the open grassy area and tennis court adjacent to the southeast of the rear parking area. School hours will start at 8:00 am and finish at 3:00 pm. Faculty and staff will begin reporting to work at 7:30 am along with students who sign up for Before Care. After Care service will last until 6:00 pm. The majority of the Academy activity will be during normal school hours and will conclude around 6:00 pm. There will, however, be special events, assemblies, parent meetings, etc. which will necessitate the use of the site during evening hours. FBCA currently serves and will continue to serve families with school age children in the Flagler County region.

The historic courthouse portion of the site will be used primarily for executive and administrative purposes. Plans for the first floor include FBCA Administrative offices for attendance, finance, records storage, teacher workrooms, and a teacher lounge. The second floor plans include executive space in the surrounding offices and a large assembly space in the historic courtroom. FBCA would want to preserve the historic renovations existing in the courtroom while reconfiguring the space for assembly. Careful consideration and advice will be sought to ensure that the historic features of this structure remain as period authentic as possible, while still allowing it to be utilized by FBCA and for assembly.

The Annex will be the primary location of student classes. All three levels of the Annex will have renovated restrooms to comply with current American Disabilities Association (ADA) standards. The first floor will be where the Preschool, K-5, and 1st grade student classrooms are located. There will be mechanical, building and plumbing additions to accomplish the build out of these classrooms. Plans include an additional two bathrooms added to the first floor. The second floor of the Annex will be where the 2nd - 6th grade classrooms will be held. The large white courtroom room will be left as a large multi-purpose space for elementary grades. Construction and renovation will result in a center hallway design for the second floor that is congruent with the first and third floors. There will also be a second means of egress from the assembly area in the Historic Courthouse into the Annex. This will allow two means of egress from the Historic Courtroom other than the wooden staircases that are present. The third floor will house middle and high school students, cafeteria and kitchen. Refer to attachment A for a preliminary design and proposed usage.

The site will be developed to include a fenced in play space behind the Annex. Faculty and staff parking will be available in the parking lot behind Bunnell City Hall. Outdoor recreation and play



space will be utilized on the property adjacent to the parking lot behind Bunnell City Hall. The fenced in tennis court will also be used for outdoor recreation, play space and P.E. classes.

FBCA will take precaution to preserve and maintain the historic appearance of the Historic Flagler County Courthouse. FBCA is willing to work with community partners, such as the Historical Society and the City of Bunnell to accomplish these goals. Allowing space for historic displays and educational opportunities are some of the ways that FBCA could partner with the community in order to accomplish this. FBCA would be open to discussing future possibilities of partnering with the Historical Society or other entities to preserve and promote the historic value of the site. Please refer to Attachment A for figures, which illustrate the preliminary design and proposed usage of the site by FBCA.

## **2a. Development and Renovation Plan**

The site will require modifications and improvements in order to facilitate the needs of FBCA. The fire and life safety systems currently in the annex need to be updated to be in compliance with current County building codes (particularly, those pertaining to the use of a structure as a school). The Annex needs to have a fire sprinkler system installed to host a school. The exterior surfaces and several windows located in both the annex and historic courthouse portions of the site need to be sealed and/or replaced. Maintenance and inspections must be done to the elevators to restore them to working order. Inspections need to be performed and repairs need to be made to the roof in both building portions to ensure that there are no leaks and to the HVAC systems in both buildings. These items are assumed to be the responsibility of Flagler County as the building owner. These improvements are necessary to house FBCA and to maintain the buildings on the site in good working conditions for the foreseeable future.

FBCA will assume the construction and renovation responsibility of turning the site into a functioning school. The improvements and renovations will take approximately 4 months (120 days) from start to finish. This does not include time for permitting or proposal approval. The hopeful date of occupancy is July 31, 2015. This would allow at least 2 weeks for last minute punch list items to be completed before the beginning of the school year with classes starting on August 17, 2015. Relocation contingency plans have been put into place if the site is not ready for occupancy by this date, with possible partial occupancy being an option as the logistics of the relocation are completed.

FBCA has contracted Flagler County architect Joseph Pozzuoli to prepare a preliminary construction design plan for the site based on information garnered from several visits to the site. These preliminary designs were utilized to prepare a preliminary construction cost estimate from John. W. Buckles (a local General Contractor). The preliminary construction cost estimate includes only renovations for the annex portion of the site and range from \$400,000 to \$500,000 depending on finishing details. The Historic Courthouse would be given a fresh coat of paint and a thorough cleaning. The rest of the design and function of the Historic Courthouse would remain as is. In the interest of time, FBCA requested a baseline quote based on square footage and simple finishing design of the annex.

FBCA does not desire or seek to eliminate or modify historical aspects of the site. FBCA would be diligent to preserve the historical value and the appearance of the site whenever possible.



Renovation plans to the Historic Courthouse include painting and flooring where needed. Existing flooring and room structures, which are found to be in good condition, would not be impacted by renovations. The kitchenette space in the Historic Courthouse would be updated with modern amenities and fixtures. FBCA would seek to limit the amount of renovation needed to the wooden staircases and the already renovated 2nd floor courtroom. FBCA will consult Flagler County prior to performing any alterations to the site, which would adversely impact its historical value.

## **B Capital Investment & Rent**

The following sections provide further details pertaining to FBCA's capital investment and rent plans as they pertain to the site.

### **1b. Proposed Use of Property**

The upfront capital can be separated into three different purposes: Construction and renovation costs (\$500,000), working capital (\$150,000), and relocation expenses (\$150,000). The total required capital investment for FBCA to re-develop and re-locate to the site is estimated at \$800,000.

Construction and renovation costs have been estimated between \$400,000 and \$500,000. FCBA has received a preliminary bid of \$400,000 for the Annex renovations only. This estimate would allow FCBA to relocate and operate as a fully functioning Preschool - High School operation with all classrooms in the Annex. Other construction costs not yet estimated include painting and cleaning of the Historic Courthouse, replacing necessary flooring and ceiling in the Historic Courthouse, re-modeling two of the upstairs bathrooms in the Historic Courthouse, fencing and installing a gate and playground space in the back parking lot of the facility, and fencing the large yard behind Bunnell City Hall. FBCA hopes to accomplish these additional goals with a \$100,000 budget.

Working Capital will be necessary for FBCA to operate in the transition year of relocation. The estimated cost for working capital is \$150,000. This cost would have to include the costs for construction, rent, utility deposits, insurance, upfront operational costs, and unforeseen expenses for the new school year.

Relocation expenses are estimated to be \$150,000. FBCA has to furnish approximately thirty classrooms with tables, desks, chairs, technology, storage, teaching aides, whiteboards, corkboards, Smart boards, lockers etc. Teacher workrooms, elective space rooms, and resource rooms have to be established and outfitted with supplies as well. Cafeteria and kitchen furnishings required include cabinets, commercial grade appliances, ice machine, 3 compartment sink, dishes, utensils, prep tables, tables, chairs and audio/visual (A/V) equipment.

In addition to these expenses, estimates are being gathered for office furnishings and equipment (including, but not limited to, copiers, telephone systems, security systems, and internet service).



**2b. Development and Renovation Plan**

FBCA is prepared to enter into a long-term lease agreement with Flagler County for use of the site. Flagler County would be the owner and Lessor of the site and FBCA would assume the role of Lessee.

As the owner of the site, the County would be a logical entity to assist in the coordination and construction of some of the required improvements, provided there is payback from the lessee over time. FBCA would like for the County to seek to define a budgeted investment amount that could address some of the critical components of the renovation and re-development of the site. Below are examples of some items that could potentially be addressed, based on previous discussions between FBCA and The County:

<u>Improvements</u>	<u>Estimated Costs</u>
<b>Tuck pointing/Sealing Exterior Walls/Facades</b>	\$30,000
<b>Fire Panel/Safety System/Security/Emergency Lighting &amp; Exits</b>	\$30,000
<b>New Sprinklers in Annex/Rehab of Historic</b>	\$100,000
<b>Windows Annex and Historic (Partial)</b>	\$70,000
<b>Elevators</b>	\$70,000
<b>Total</b>	\$300,000

The payback to the County, amortized over 30 years, would equate to approximately \$1,000.00 per month.

FBCA would desire that The County continue to maintain several larger Common Area Maintenance (CAM) items (such as the roof and HVAC system) for a fee. FBCA would like for other items, such as the sprinkler systems and elevator phones, to be installed/upgraded by The County on the capital side with ongoing testing and re-certification for a fee. The replacement of these items is not factored in the costs presented in this proposal.

FBCA proposes to pay \$750 per month for each CAM item to be maintained and or replaced by The County, as illustrated in the table below.

<u>CAM Item</u>	<u>Monthly Cost</u>
<b>HVAC – \$80,000 every 10 years</b>	\$750
<b>Roofing – \$80,000 every 10 years</b>	\$750

Other potential lease items FBCA desires include the following:

<u>Item</u>	<u>Estimated Annual Cost</u>
<b>Elevator Phone</b>	\$600



<b>Property Insurance</b>	\$23,200
<b>Fire Alarm</b>	\$1,500
<b>Fire Sprinkler</b>	\$300
<b>Elevator License</b>	\$250
<b>Termite Pest Control</b>	\$500
<b>Extinguisher Certification, Other</b>	\$250
<b>Total Estimated Annual Costs</b>	\$26,000
<b>Corresponding Estimated Monthly Costs</b>	\$2,200

FBCA would appreciate a rent which is below market value for a period of time in order to offset the initial capital costs and to provide a long-term incentive to occupy the site. FBCA proposes to pay \$1,000 per month or approximately \$.25 cents per gross square foot (s.f.) \$.33 per net s.f. After two years, FBCA proposes to pay \$2,000 per month in rent, plus Consumer Price Index (CPI) increases. Any future increases would be linked to an annual CPI adjustment. The CPI adjustment will be based on the CPI for All Urban Consumers, South Regions, US City Average (current CPI is 1.3%)

To summarize, proposed monthly costs for the Lessee (FCBA) would be as follows:

<u>Item</u>	<u>Estimated Annual Cost</u>
<b>Capital Reinvestment Repayment of County Expense</b>	\$1,000
<b>Monthly CAM</b>	\$3,700
<b>Rent (Increases after 2 years to \$2,000 plus CPI)</b>	\$1,000
<b>Total Proposed Monthly Costs, Years 1 &amp; 2:</b>	\$5,700
<b>Total Proposed Monthly Costs, After Year 2 (not including CPI Increase):</b>	\$6,700

**C Financial Information**

FBCA has never had an independent CPA perform a review or audit of the financial records or books. However, for the last 18 months a Certified Public Accountant (C.P.A.) has been preparing the monthly financial reports, including bank reconciliation. The C.P.A. also provides financial advice to the FBCA administration and Board of Directors. FBCA's President is also a C.P.A., which provides and additional resource for financial direction during the monthly Board of Directors meeting. A review of the financial records could be done in the future if requested.



One of the primary reasons FBCA desires to occupy the site is to increase its financial stability and to facilitate growth. FBCA's current facility does not allow for any accelerated income potential due to the small classroom sizes. The current teacher to student ratio is 1 to 8. FBCA expects to nearly double this ratio with its occupancy of the site (one teacher per 15 students). This will ensure FBCA's ability to invest in the site and to expand its operation as student enrollment continues to grow.

FBCA has already acquired capital necessary for renovation and building costs through gifts and short term unsecured promissory notes of \$500,000. Upon Proposal approval and additional \$300,000 working capital will be funded for equipment, furnishings and start up costs. FBCA working capital is accumulated through tuition, scholarship payments, gifts and fundraising.

Total income for the first year of operation in this location is estimated at \$1,615,086 with an enrollment of 300 students. Total Income in the 5th year is forecasted to be \$2,574,063 with 472 students. Total Income in the 10th year is forecasted to be \$2,727,078 with 527 students. The above total income will provide the necessary working capital to ensure the continued operation of FBCA throughout the proposed lease period.





## **TAB C STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

FBCA is a ministry of the First Baptist Church of Palm Coast. The church was established in 1974 through educational classes and an informal Bible study. The church has grown to be one of the largest churches in the County. It has a membership of over 1,000 active members. One of FBCPC's goals in ministering to the community is to provide classes and educational opportunities for people to come together and learn about the Scriptures and how to apply to everyday life. In any given week, 600 people are engaged in some sort of continuing education through the Center For Biblical Studies, Sunday School Department or seasonal studies. FBCA is an outgrowth ministry of the educational core value at FBCPC.

FBCA has successfully operated as a private learning institution in Flagler County since the fall of 2008. Over the past six years, FBCA has grown from a small preschool to a bona fide academy with 211 students enrolled. Furthermore, FBCA is currently the only private school in Flagler County, which offers courses to students above the Eighth Grade.

FBCA is a participating member of the Florida Association of Christian Colleges and School (FAACS). The process of accreditation has begun; however, the relocation of FBCA to a larger facility (such as the site) is necessary in achieving this accreditation. There is a square footage requirement per student for accreditation that will not be met at its current location. The site satisfies this requirement for FBCA, with sufficient space to more than double in enrollment.

Currently, FBCA employs 35 personnel including administration, office staff and classroom teachers. Cumulative, there are 26 Bachelor's degrees and 6 Master's degrees represented among our staff. This is important to note because it demonstrates a commitment to a cause of providing a quality education to young people. These dedicated staff members have chosen to be a part of FBCA because they believe in the mission and values of a traditional teaching environment foregoing better salary and benefits that could potentially be found elsewhere. Their dedication and hard work represent the cornerstone of FBCA's success.

FBCA's Preschool operation is a certified Voluntary Prekindergarten (VPK) program. FBCA is a participating school for the income-based (Step Up) scholarship program and the McKay Scholarship program, both of which supply funds for those with special educational needs. FBCA also partners with Flagler County in the Title 1 program, offering additional assistance with reading and math to those in need.

Copies of select current certifications and licenses that FBCA holds are included in Attachment B. The documents provided in Attachment B include: 2014/2015 VPK Approval letter, January 2014 State of Florida Health Department Public/Private School Inspection Report, April 2014 Fire Inspection Report, 2013 Good Faith Safety Compliance Certificate, April 2014 State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement, January 2015 Florida Department of Children and Families (DCF) Inspection Checklist, June 2014 DCF Child Care Facility Certificate of License, September 2014 FACCS Religious Exemption Certificate, September 2014 FACCS Membership Certificate, April 2014 Florida Department of Education (DOE) Office of Independent Education and Parental Choice compliance letter, and the Florida Department of State Division of Corporations record showing that FBCA has been incorporated since 06/02/2008.



## **TAB D REQUIRED DOCUMENTS**

In accordance with the requirements of RFP-P035-0-2015, the following Flagler County Forms have been prepared by FBCA and included with this proposal:

- Form 7.1: Proposer's Certification Form
- Form 7.2: Addendum Acknowledgement
- Form 7.3: Sworn Statement on Public Entity Crimes
- Form 7.4: Affidavit of Non-Collusion and of Non-Interest of Flagler County Employees
- Form 7.5: Proposer Information

The following pages contain copies of these executed forms.



**SECTION 7 – REQUIRED FORMS**

**7.1 – PROPOSER’S CERTIFICATION**

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer / contractor as its act and deed and that the Proposer / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Flagler County Board of County Commissioners or of any other proposer interested in said RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:**

Please check one:  I take NO exceptions.  Exceptions:

\_\_\_\_\_  
\_\_\_\_\_

First Baptist Christian Academy of Palm Coast	6052 Palm Coast Parkway NW
<u>NAME OF BUSINESS</u> <i>James J. Stanton</i>	<u>MAILING ADDRESS</u> Palm Coast, Florida 32137
<u>AUTHORIZED SIGNATURE</u> James J. Stanton, President	<u>CITY, STATE &amp; ZIP CODE</u> 386.446.0094 / 386.445.0360
<u>NAME, TITLE, TYPED</u> 26-0490300	<u>TELEPHONE NUMBER / FAX NUMBER</u> academy@fbpc.org
<u>FEDERAL IDENTIFICATION #</u>	<u>E-MAIL ADDRESS</u>

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 3 day of February, 2015 by James J. Stanton, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires



*Christina Griffis*  
\_\_\_\_\_  
Notary Public

**This document must be completed and returned with your Submittal**

**7.2 – ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # 1 Date: 29 January 2015 Addendum # \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 3 day of February 2015 by James J Stanton who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:



Christina Griffis  
Notary Public

**This document must be completed and returned with your Submittal**

**7.3 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FLAGLER COUNTY EMPLOYEES**

First Baptist Christian Academy, James J. Stanton (President) \* being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Flagler County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

James J. Stanton  
Affiant

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 3 day of February, 2015 by James J. Stanton who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:



Christina Griffis  
Notary Public

\*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

**This document must be completed and returned with your Submittal**

**7.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned County, personally appeared James J. Stanton, President FBCA, who, being by me first duly sworn, made the following statement:

1. The business address of First Baptist Christian Academy of Palm Coast (name of Offeror or business) is 6052 Palm Coast Pkwy NW, Palm Coast, FL 32137

2. My relationship to First Baptist Christian Academy (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

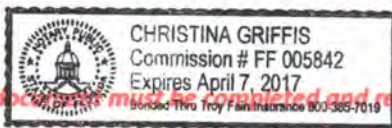
[Handwritten Signature]  
(Signature)

JAMES J STANTON  
(Print Name)

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 3 day of February 2015 by James J Stanton who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:



[Handwritten Signature]  
Notary Public

**7.5 – PROPOSER INFORMATION**

In addition to General conditions, your PROPOSAL may be disqualified if the following Proposer information is not returned with your PROPOSAL. *(Please attach a current W9 Form)*

**Name of Individual or Business Name:**

First Baptist Christian Academy of Palm Coast

**Taxpayer Identification Number (TIN):** 26-0490300

**Proposer is:**

- (  ) Corporation
- (  ) Partnership
- (  ) Sole Proprietorship
- (  ) Other \_\_\_\_\_ (Explain)

**Permanent Residence/Corporate Office Address:**

Address 6052 Palm Coast Parkway  
City Palm Coast State FL Zip Code 32137  
Phone 386.446.0094 Fax 386.445.0360  
E-mail academy@fbcpc.org

**Payment Address (if different from above):**

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

**Purchase Order Address (if different from above):**

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

**Current W-9 Attached?** Yes

*This document must be completed and returned with your Submittal*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**First Baptist Church of Palm Coast Christian School, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ **Florida Non Profit Corporation**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **501(c)(3)**  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**6052 Palm Coast Pkwy NW**

**6** City, state, and ZIP code  
**Palm Coast, Florida 32317**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	6		-	0	4	9	0	3	0

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ 2/3/15

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**ATTACHMENT A**  
Preliminary Site Design







SECOND FLOOR PLAN

WALL LEGEND	
[Symbol]	CONCRETE WALL TO BE REMOVED
[Symbol]	CONCRETE WALL TO BE RETAINED
[Symbol]	GLASS
[Symbol]	BRICK

**CLIMATE SYSTEM CODE:**  
 THIS SCHOOL BUILDING CODE REQUIRES A TOILET AND LAUNDRY ROOM FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS. A WATER CLOSET FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS AND ONE LAUNDRY ROOM FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS ARE ALSO REQUIRED. THE SCHOOL SHALL BE DESIGNED TO ACCOMMODATE THE FOLLOWING REQUIREMENTS FOR DISABILITY ACCESS AND CHILDREN OCCUPANCY: DISABILITY ACCESS AND CHILDREN OCCUPANCY SHALL BE AS SHOWN BY THE ARCHITECT'S NOTES.

**SECOND FLOOR OCCUPANT LOAD:**

1. SECOND GRADE - 88 SEAT  
 - MEET THE WATER CLOSET AND ONE LAUNDRY ROOM FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS. AS SHOWN BY THE ARCHITECT'S NOTES, ONE TOILET SHALL BE PROVIDED FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS.

2. THIRD GRADE, FOURTH GRADE - 96 SEAT  
 - MEET THE WATER CLOSET AND ONE LAUNDRY ROOM FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS. AS SHOWN BY THE ARCHITECT'S NOTES, ONE TOILET SHALL BE PROVIDED FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS.

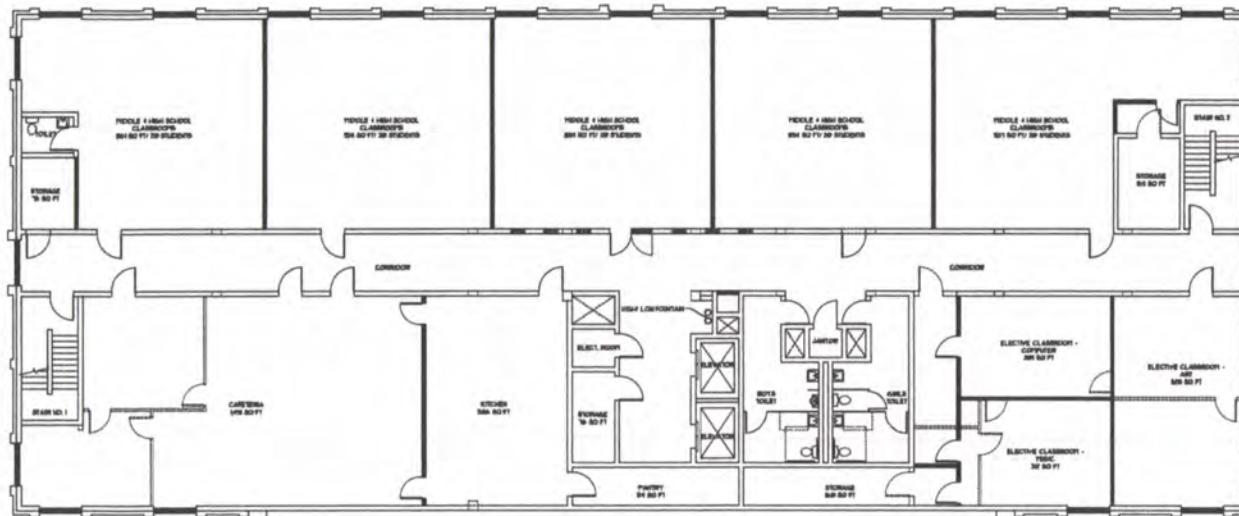
3. TEACHERS / SUPPORT STAFF - 9 ADULTS  
 - MEET THE WATER CLOSET AND ONE LAUNDRY ROOM FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS. AS SHOWN BY THE ARCHITECT'S NOTES, ONE TOILET SHALL BE PROVIDED FOR EVERY ONE TO FIVE HUNDRED (100) OCCUPANTS.

Scheme #1 PRELIMINARY SCHEMATIC DESIGN  
**SECOND FLOOR PLAN**  
 PROJECT # 214235  
 DATE: 12.31.2014

NEW SCHOOL FOR:  
**FIRST BAPTIST  
 CHRISTIAN ACADEMY**



**JPA**  
 JERRY P. JAMES ARCHITECTS  
 314 MOODY BLVD  
 PENSACOLA BEACH, FLORIDA 32511  
 P: 904.433.5800 F: 904.433.7001  
 AR 131178 ID 48423



THIRD FLOOR PLAN  
REV 01

SYMBOL LEGEND	
[Symbol]	WALLS TO BE REMOVED
[Symbol]	WALLS TO BE ADDED
[Symbol]	DOOR

**CLADDING EXISTENCE CORRECTION:**  
 THIS FLOOR PLAN CORRECTION REQUIRES A TOILET AND LAVATORY PARTIAL FOR EACH ONE (1) PRIVATE CLASS ROOM, A RESTROOM FOR EACH ONE (1) FOR ONE ASSIGNED TOFF OCCUPANCY AND ONE BOYS AND GIRLS. INCLUDE SPECIAL TOILET PARTIAL AND PARTIAL ROOMS FOR CONVENIENCE ACCESS, AND FOLLOWING ACCESSIBLE PARTIALS ARE CORRECTED BY AND RECORDED.

**TOILET PARTIALS:**  
 1. TWOLE & HOU BOYS CLASSROOMS - 84x92 FT - ADD TWO TOILET PARTIALS AND TWO LAVATORIES FOR EACH BOY & GIRL. THE TOP OF THESE TOILET PARTIALS ARE ACCESSIBLE AS LONG PROVIDED FROM TOILET STALLS WITH TOP OF THESE STALLS AS ACCESSIBLE.

1. TWOLE & HOU BOYS CLASSROOMS - 84x92 FT - ADD ONE TOILET PARTIAL AND ONE LAVATORY FOR EACH PARTIAL & SPECIAL USE ONE OF THESE TOILET PARTIALS ARE ACCESSIBLE AS LONG PROVIDED FROM ACCESSIBLE TOILETS IN ADJACENT ROOMS BELONG.

Scheme #1 PRELIMINARY SCHEMATIC DESIGN  
**THIRD FLOOR PLAN**  
 PROJECT # 214235  
 DATE: 12.31.2014

NEW SCHOOL FOR:  
**FIRST BAPTIST  
 CHRISTIAN ACADEMY**



**JPA**  
 JERRY POLLOCK ARCHITECTS  
 514 MOODY BLVD  
 FLORIDA BEACH, FLORIDA 32036  
 T: 386.439.5030 F: 386.439.7031  
 A/R 13.1.18 ID: 4843

**ATTACHMENT B**

Copies of Select FBCA Certifications and Licenses



**Sonia Jimenez**

---

**From:** Monique Swinton <mswinton@elcfv.org>  
**Sent:** Thursday, May 08, 2014 4:07 PM  
**To:** ACADEMY@FBCPC.ORG  
**Subject:** FW: Message from KMBT\_C452  
**Attachments:** SKMBT\_C45214050815591.pdf

Congratulations! Your 14/15 School Year VPK application has been approved. Attached is a copy of the fully executed OEL-VPK 20 Statewide Provider Agreement for your records

Your program will be posted on our website by the 1<sup>st</sup> of the month. *We are experiencing technical issues with our website at this moment, your center will be posted as soon as this issue has been resolved, sorry for the inconvenience).*

You may now accept Certificates of Eligibility from families that choose to enroll their eligible children into your program. Once you have certificates from at least 4 children for the VPK classroom, list those children on the VPK Classroom Enrollment and Disenrollment Form and fax it to 386-323-2432.

Please contact me or refer to our website if you have any questions regarding the VPK program.

Thank you,

*Monique Swinton*  
Provider Operations Representative  
Early Learning Coalition of Flagler and Volusia  
135 Executive Circle, Suite 100  
Daytona Beach, FL 32114  
386-323-2400 ext.156  
386-323-2426 (fax)

A = full time  
B = 1/2 day

[Click Here](#) for New Daytona Office Hours Effective Monday, March 3, 2014!



OFFICE OF  
**Early Learning**  
LEARN EARLY LEARN FOR LIFE.

**NOTICE:** This e-mail is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure by Florida Statute 402.164. Disclosure of confidential information is prohibited by Federal regulations and (42 CFR Section 480.101) and state law. If you have received this e-mail in error, please call ELCFV, 386-323-2400, ext. 156.

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC/ PRIVATE SCHOOL  
INSPECTION REPORT**



**PURPOSE:**

- ROUTINE       REINSPECTION
- CONSTRUCT.     CHANGE OF OWNER
- COMPLAINT       CONSULTATION
- QA SURVEY       EPIDEMIOLOGY
- PREOPENING     OTHER \_\_\_\_\_

**TYPE:**

- Private School
- Public School
- Charter School
- Vocational School
- College/University
- Other \_\_\_\_\_

NAME OF SCHOOL F-55 Baptist Christian Academy  
 ADDRESS 6052 Palm Court CITY Palm Bay  
 OWNER First Baptist Church ZIP 32137  
 PERSON IN CHARGE Louis Lester PHONE 446 8094

**CENSUS**

93  
 1000  
 2000  
 3000  
 4000  
 5000  
 6000  
 7000  
 8000  
 9000  
 FEMALES  
 MALES

**RESULTS**

Satisfactory  
 Incomplete  
 Unsatisfactory

Correct Violations by  
 Next Inspection  
 8:00 AM on:

DATE	
0	05
1	06
2	07
3	08
4	09
5	10
6	11
7	12
8	13
9	14

OUT OF BUSINESS

BEGIN	END	DATE	POSITION #	PERMIT NUMBER
1:00	1:00	01/07/14	A1913	18-51-1374535
2:05	2:05	00-00-00	00-00-00	00-00-00-00-00
3:10	3:10	00-00-00	00-00-00	00-00-00-00-00
4:15	4:15	00-00-00	00-00-00	00-00-00-00-00
5:20	5:20	00-00-00	00-00-00	00-00-00-00-00
6:25	6:25	00-00-00	00-00-00	00-00-00-00-00
7:30	7:30	00-00-00	00-00-00	00-00-00-00-00
8:35	8:35	00-00-00	00-00-00	00-00-00-00-00
9:40	9:40	00-00-00	00-00-00	00-00-00-00-00
10:45	10:45	00-00-00	00-00-00	00-00-00-00-00
11:50	11:50	00-00-00	00-00-00	00-00-00-00-00
12:55	12:55	00-00-00	00-00-00	00-00-00-00-00

*As per section 120.695 of the Florida Statutes (FS), this form will serve as a "Notice of Non-Compliance" for any violations noted. Items marked below violate the requirements of Chapters 64E-13 and 64E-11 of the Florida Administrative Code (FAC) and must be corrected within the time period indicated in the "Results" section above. Continued operation of this facility without making these corrections is a violation of Chapter 64E-13 and 64E-11, FAC, and Chapter 381, FS. Failure to correct violations may result in an administrative fine or other legal action being initiated or continued.*

<b>SCHOOL SANITATION</b> <input type="checkbox"/> 1. School Site <input type="checkbox"/> 2. Playground Equipment <input type="checkbox"/> 3. Athletic Equipment <b>BUILDINGS</b> <input type="checkbox"/> 4. Construction <input type="checkbox"/> 5. Maintenance & Repair <input type="checkbox"/> 6. Lighting/Foot-Candles <input type="checkbox"/> 7. Heating, Ventilation, A/C	<input type="checkbox"/> 8. Natural Ventilation <input type="checkbox"/> 9. Mechanical Ventilation <b>SANITARY FACILITIES</b> <input checked="" type="checkbox"/> 10. Provided/Accessible <input type="checkbox"/> 11. Cleanliness & Repair <input type="checkbox"/> 12. Toilet Facilities <input type="checkbox"/> 13. Separation of Sexes <input type="checkbox"/> 14. Fixture Ratio	<input type="checkbox"/> 15. Handwash Facilities <input type="checkbox"/> 16. Showers/Fixtures <input type="checkbox"/> 17. Shower Water Temp. <b>WATER SUPPLY</b> <input checked="" type="checkbox"/> 18. Installed/Operated/Maintained <input type="checkbox"/> 19. Drinking Fountains <input type="checkbox"/> 20. Approved Source	<b>LIQUID/SOLID WASTE</b> <input type="checkbox"/> 21. Sewage Disposal <input type="checkbox"/> 22. Solid Waste <b>VECTOR/VERMIN CONTROL</b> <input type="checkbox"/> 23. Infestation/Control <input type="checkbox"/> 24. Brush/Trash <input type="checkbox"/> 25. Water Collection/Drainage	<b>SAFETY</b> <input checked="" type="checkbox"/> 26. First Aid Kit <b>FOOD</b> <input type="checkbox"/> 27. Food Insp. Rpt. <b>OTHER</b> <input type="checkbox"/> 28. _____ <input type="checkbox"/> 29. _____
---	---	---	---	---

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)

HEALTH DEPARTMENT INSPECTOR: \_\_\_\_\_ PHONE: 437 7368  
 COPY OF REPORT RECEIVED BY: \_\_\_\_\_ DATE: 1-7-14

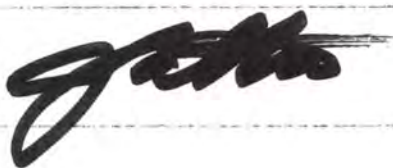
DH 4030, 01/05 (Obsoletes Previous Editions)

# INSPECTION SUMMARY REPORT

Name: First Baptist Christian Educational Facility 6052 Palm Coast PKY, Palm Coast		
Date: 4/29/2014	Contact: Morris Wallis	
Inspector Name:		Date notice sent:
Type of Inspection:	Annual Fire Inspection	
Property Notes:		
Fire Code Reference	Discrepancy / Remarks	Date Resolved
0	NO VIOLATIONS OBSERVED	
0.001	Inspection day To be use to denote the inspection date	4/29/2014

Inspector Signature

Site Signature







2013



Serial Number:  
SS2-2B28-A7C7

# Certificate of Good Faith Safety Compliance

*This certificate demonstrates that the bearer has in good faith purchased and displayed occupational safety and health notices to instruct employees about workplace hazards and general safety policies. These notices are included on a Personnel Concepts safety poster compilation, the Space Saver-2™ All-On-One OSHA Safety Poster, which is intended to be conspicuously displayed in the employer's facility. This certificate is valid for one year from the date of purchase unless the bearer is notified of additional or revised safety notices or any changes in OSHA regulations that affect the Personnel Concepts poster. To ensure continued compliance and to protect the well-being of all employees, the bearer should supplement these notices with site-specific training programs on pertinent workplace safety topics to meet requirements under Fed-OSHA standards, State OSHA Plan regulations (where applicable), and the General Duty clause of the OSH Act (29 CFR 654(a)).*

The certificate bearer has posted the following safety communications:

- OSHA 300-A Summary of Injuries and Illnesses (29 CFR Part 1904)
- Safety Meeting Schedule / Safety Awareness Training Notice
- Access to Medical Exposure Records (29 CFR 1910.1020)
- Reporting Workplace Injuries and Illnesses (29 CFR Part 1904(b))
- OSHA 3165 "It's the Law" Notice (29 CFR 1903.2) or state equivalent
- General Safety Policy Statements / Safety Rules
- First Aid Procedures for Bleeding Victims
- PPE Quick Reference Chart
- Hazard Communication "Right-to-Know" Notice
- Emergency Numbers

This certificate is valid for one year from your date of purchase, provided your obligations under OSHA standards remain unchanged. If requirements do change, Personnel Concepts will notify you of updates needed to remain in compliance. If updates are purchased and posted, this certificate will continue to remain in force for one full year from your original date of purchase.



**STATE OF FLORIDA**  
**VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM**  
**STATEWIDE PROVIDER AGREEMENT**

**I. PARTIES AND TERM OF AGREEMENT**

1. **THIS AGREEMENT** is made and entered into this 23 day of April, 2014, by and between the Early Learning Coalition of Flagler and Volusia ("COALITION"), and First Baptist Church of Palm Coast Christian School Inc dba First Baptist Christian Academy (hereinafter referred to as "PROVIDER"), with its principal offices located at 6052 Palm Coast Parkway, Palm Coast, FL 32137. If PROVIDER is a school district executing a single Agreement on behalf of multiple public school VPK providers, a list of the public school VPK providers with which the COALITION enters into this Agreement and their physical addresses are included in Attachment \_\_\_\_\_. If PROVIDER is the owner of multiple private providers or multiple sites executing a single Agreement on behalf of multiple private VPK providers or multiple VPK sites, a list of the VPK providers or VPK sites and their physical addresses are included in Attachment \_\_\_\_\_.
2. This Agreement applies to the 2014 -2015 Voluntary Prekindergarten Education (VPK) program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Agreement begins on 08/18/2014, or on the date on which the Agreement is signed by the last party required to sign the Agreement, whichever occurs last, and expires upon completion or termination of all PROVIDER's VPK program year programs eligible to be offered under this Agreement. PROVIDER will not receive payment for VPK services before this Agreement is fully executed by both parties or after expiration of the Agreement.
3. PROVIDER certifies that each location at which PROVIDER offers the VPK program, meets all of the qualifications and requirements for offering the VPK program established by statute, rule, and this Agreement at all times PROVIDER offers the VPK Program. PROVIDER agrees that failure to comply with all of the qualifications and requirements for offering the VPK program at all times at any location at which PROVIDER offers the VPK program may result in ineligibility to offer the VPK program at that location and termination of this Agreement in whole or in part. In the event PROVIDER has executed this Agreement on behalf of multiple public school VPK providers, private VPK providers, or private VPK sites, and fails to ensure compliance with all qualifications and requirements for offering the VPK program at one or more locations listed in Attachment \_\_\_\_\_, the COALITION may demonstrate termination of this Agreement with respect to that location by striking through the location after following the termination processes outlined in this Agreement. This Agreement will remain in force and effect as to all locations in Attachment \_\_\_\_\_ which are not stricken.
4. This Agreement binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Florida's Office of Early Learning (the Office), or COALITION. If the ownership or corporate structure of PROVIDER changes, PROVIDER must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

**II. PROVIDER ELIGIBILITY**

5. PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION within 14 calendar days of any change of the information submitted on those forms. PROVIDER is encouraged to notify COALITION prior to implementing changes as changes may result in PROVIDER's failure to comply with all VPK qualifications and requirements.
6. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER is currently eligible to deliver the VPK program. COALITION shall return a fully executed copy of this Agreement to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK program. PROVIDER shall not offer the VPK program prior to receiving a fully executed copy of this Agreement from COALITION.
7. PROVIDER certifies and agrees to continually ensure each of its VPK instructor(s) and substitute instructor(s):

- a. Has a current attestation of good moral character on file with PROVIDER and COALITION;
  - b. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, Florida Statutes, including a federal (Federal Bureau of Investigation), state (Florida Department of Law Enforcement), and local (county of the instructor's residence) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
  - c. Is eligible to be employed as a VPK instructor in accordance with section 435.06, Florida Statutes;
  - d. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
  - e. Is qualified to act as a VPK instructor in accordance with sections 1002.55, 1002.61, and 1002.63, Florida Statutes.
8. PROVIDER certifies that it has a prekindergarten director, if required by section 1002.57, Florida Statutes, who has one of the following credentials at each VPK site for the majority of hours in which VPK instructional hours are being delivered:
- a. A child care facility director credential approved by the Florida Department of Children and Family Services under section 402.305(2)(f), Florida Statutes, if the child care facility director credential was issued before December 31, 2006; or
  - b. A VPK director credential approved by the Florida Department of Education under section 1002.57, Florida Statutes, if the child care facility director credential is issued after December 31, 2006.

### III. PROGRAM REQUIREMENTS AND LOW PERFORMING PROVIDERS

9. PROVIDER agrees to deliver the VPK program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Agreement, including, but not limited to, standards relating to instructional hours; credentials, training, and background screenings of prekindergarten instructors; minimum and maximum VPK class sizes; developmentally appropriate curricula aligned with *Florida's Voluntary Prekindergarten Education Program Standards*; licensing standards established by the Florida Department of Children and Family Services and/or accrediting standards established by PROVIDER's accrediting organization, when applicable; and any statutory requirements which exceed the minimum standards established by the Florida Department of Children and Family Services or the accrediting organization.
10. PROVIDER certifies that it will use curricula to deliver VPK program instruction which:
- a. Are developmentally appropriate;
  - b. Are designed to prepare children for early literacy;
  - c. Enhance the age-appropriate progress of children in attaining each of the performance standards adopted by the Florida Department of Education (see <http://www.fldoe.org/earlylearning>); and
  - d. Prepare children to be ready for kindergarten.
11. PROVIDER understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education will annually issue kindergarten readiness rates. PROVIDER understands that if it, or any of its public school VPK providers or private VPK providers, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the State Board of Education, in accordance with section 1002.67(3)(c)1., Florida Statutes, PROVIDER must ensure an improvement plan and/or annual progress report is submitted in accordance with rules adopted by the Florida's Office of Early Learning. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) four consecutive times, PROVIDER may be removed from eligibility to offer the program type.

### IV. CHILD ELIGIBILITY, ENROLLMENT, AND ATTENDANCE

12. PROVIDER understands that COALITION has ultimate responsibility for determining the eligibility of students enrolling in the VPK program. PROVIDER shall not admit a student into its VPK program without authorization from COALITION which shall generally be provided through a Certificate of Eligibility.
13. PROVIDER agrees that PROVIDER will notify COALITION upon admitting a student to PROVIDER's VPK program class in accordance with the procedures of COALITION and the rules of the Florida's Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Office.

14. PROVIDER certifies that PROVIDER will give a written copy of its attendance policy to the parent or guardian of each student at the time the student is admitted into PROVIDER's VPK program.
15. PROVIDER certifies that, if it chooses to remove a student admitted to PROVIDER's VPK program class(es), PROVIDER will submit to COALITION documentation specifying reasons for removing the student from the class within 14 days of the removal in accordance with COALITION's notification procedures.
16. PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK program class(es) in accordance with rules of the Florida's Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
17. PROVIDER agrees to require that the parent or guardian of each child in the VPK program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of section 1002.71(6)(b)2., Florida Statutes. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent or guardian for each student admitted into PROVIDER's VPK program class(es) in accordance with the rules of the Florida's Office of Early Learning.

#### **V. NONDISCRIMINATION AND PARENT PAYMENT**

18. PROVIDER agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, PROVIDER may not discriminate against any parent or child, including the refusal to admit a child to a VPK program class, on the basis of race, color, or national origin.
19. PROVIDER agrees that, in accordance with section 1002.71(8)(a), Florida Statutes, PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK program during instructional hours reported for funding. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK program.
20. PROVIDER agrees that, in accordance with section 1002.71(8)(b), Florida Statutes, PROVIDER may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK program. PROVIDER agrees to schedule all VPK hours offered for any VPK class in a fashion which ensures that parents are not constructively required to enroll students in supplemental services or pay any fee or charge.
21. PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK program instruction to a student, PROVIDER may not require the student's parent or guardian to pay for the services.

#### **VI. COMPENSATION AND FUNDING**

22. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program or who has not been issued a Certificate of Eligibility.
23. PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
24. PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Florida's Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK program class(es) by checking the following box:

PROVIDER understands that payments will be reconciled and adjusted in accordance with the rules of the Office.

25. PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK program in accordance with the rules of the Office.
26. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER may be subject to collection efforts.
27. If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance" (Title 42, United States Code, section 9835(c)).
28. If PROVIDER receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), PROVIDER understands that, in accordance with federal law, PROVIDER may "use [those Title I] Federal funds to supplement, [but] not [to] supplant non-Federal funds" (Title 20, United States Code, section 6314(a)(3)(B)).

## VII. NOTIFICATION

29. PROVIDER agrees that it will comply with each of COALITION's notification requirements listed in Attachment   1   for the purpose of:
  - a. Providing notice of class transfers of children at the same provider location;
  - b. Providing notice of changes to information provided on Forms OEL-VPK 10 and OEL-VPK 11;
  - c. Providing notice of changes to class calendars;
  - d. Submitting written documentation demonstrating temporary closure and subsequent reopening; and
  - e. Providing notice and documentation of dismissal of students.
30. PROVIDER understands that failure to follow COALITION's notification requirements is noncompliance with this Agreement and may result in corrective action under Paragraph 41.

## VIII. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. PROVIDER agrees that, in accordance with section 1002.72, Florida Statutes, records of students enrolled in the VPK program, including personal identifying information, are confidential and exempt from disclosure as public records. PROVIDER certifies that it will keep all VPK records confidential and disclose the records and information found within the records only in accordance with law or this Agreement. PROVIDER agrees that it will release the records of students enrolled in the VPK program to COALITION, COALITION's representative or agent, and/or the Office upon request. PROVIDER further agrees that a parent of a VPK student has the right to inspect and review the records of his or her child and obtain a copy of his/her child's records.
32. PROVIDER certifies that it will maintain all VPK records, including the VPK records of each VPK student, VPK instructor, substitute instructor, or VPK director for the greater of: five (5) years after the student's last day of attendance or the employee's last day of employment as a VPK instructor, substitute instructor, or VPK director; until all investigations to which the records are pertinent have been resolved; or the time period established under the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes.
33. In the event that PROVIDER permanently ceases to offer the VPK program before the conclusion of the retention period for VPK records as described in paragraph 32., whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under paragraph 32. to COALITION, in a manner and form to be determined by COALITION, no later than the close of business on the day PROVIDER ceases to offer the VPK program.

34. PROVIDER shall provide complete and accurate information and data regarding the VPK program and students enrolled in PROVIDER's VPK program class(es) to COALITION and/or the Office upon request.

#### IX. COMPLIANCE VERIFICATION

35. If PROVIDER is a public school district, then the public school district may choose to monitor the compliance of its public school(s) with statute, rules, and this Agreement, or to designate COALITION to monitor the school district's public school(s). If the public school district chooses to monitor the compliance of its public school(s), the public school district certifies that it will ensure each public school complies with statute, rules, and this Agreement and certifies that it will require corrective action plans from its public school(s) upon failure to comply with the terms of statute, rule, or this Agreement.
36. PROVIDER is a (check one):  
 Public school district which chooses to monitor its public school VPK providers .  
 Public school district which designates COALITION to monitor its public school VPK providers.  
 Private VPK provider which will be monitored by COALITION.
37. If PROVIDER is monitored by COALITION, PROVIDER must permit COALITION, COALITION's representative or agent, or the Office, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify PROVIDER's compliance with the requirements of the VPK program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Office to enforce licensing requirements established by the Department of Children and Family Services, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Agreement.

#### X. TERMINATION AND NONCOMPLIANCE

38. PROVIDER and COALITION may mutually agree to terminate this Agreement or PROVIDER may unilaterally terminate this Agreement for any reason. PROVIDER must ensure that COALITION is notified at least 14 calendar days before PROVIDER terminates this Agreement so that COALITION can make arrangements for uninterrupted services for children admitted in PROVIDER's VPK program class(es). PROVIDER must, at least 7 calendar days prior to ceasing the VPK program, notify the parent or guardian of each student of the date on which PROVIDER will cease to offer the VPK program and ensure the parent or guardian receives a student reenrollment form.
39. Any obligation for payment under this Agreement is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Agreement are unavailable, COALITION shall terminate this Agreement after providing written notice, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 24 hours before termination of this Agreement. In the event of termination of this Agreement under this paragraph, PROVIDER shall be paid in accordance with rule 6M-8.204, F.A.C., for the instructional hours completed prior to termination of the Agreement.
40. PROVIDER agrees that COALITION may require corrective action, withhold funds, or terminate this Agreement if PROVIDER fails to comply with the requirements of statute, rule, or this Agreement.
41. COALITION must notify PROVIDER in writing, of the failure to comply with the requirements of statute, rule, or this Agreement prior to requiring corrective action. The notice shall state the manner in which PROVIDER failed to comply with statute, rule, or this Agreement and state a date by which the corrective action must be completed. COALITION may temporarily withhold funds until PROVIDER completes the corrective action. If PROVIDER fails to complete the corrective action, COALITION may permanently withhold funds for the period PROVIDER was not in compliance after notifying PROVIDER in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before the funds are permanently withheld. Actions taken under this paragraph are subject to dispute resolution as described in this Agreement.
42. COALITION may terminate this Agreement if PROVIDER fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of PROVIDER substantially impair the provision of VPK instruction. COALITION shall notify PROVIDER in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before terminating this Agreement under this paragraph. PROVIDER shall be entitled to

request dispute resolution, as described in this Agreement, regarding notice of termination, during the time period following receipt of notice and prior to termination of this Agreement. Engaging in the dispute resolution process tolls the termination of this Agreement under this paragraph.

- 43. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of PROVIDER's licensure or accreditation. COALITION may also immediately terminate this Agreement upon a determination by the Department of Children and Family Services that the health and safety of students admitted to PROVIDER's VPK class(es) is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

**XI. DISPUTE RESOLUTION**

- 44. PROVIDER agrees to give COALITION the opportunity to address any disputes or disagreements concerning this Agreement by providing notice of the dispute in writing to COALITION. COALITION agrees to respond to the notice of the dispute or disagreement within 5 business days after receiving the dispute or disagreement, and, where applicable, to present a proposed method for resolution of the dispute or disagreement within 15 business days after receiving the notice. If PROVIDER does not agree to the proposed method for resolution or if COALITION fails to comply with the time requirements above, PROVIDER and COALITION agree to address the dispute or disagreement before a quorum of COALITION's board of directors or a committee of COALITION which is authorized to take final action on behalf of COALITION's board of directors.

**XII. INDEMNIFICATION**

- 45. PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must indemnify, defend, and hold harmless COALITION, the Office, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If PROVIDER is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

**XIII. SEVERABILITY**

- 46. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

**XIV. AMENDMENTS**

- 47. An amendment, attachment or exhibit may not be made a part of this Agreement unless the amendment, attachment or exhibit is provided in writing, signed by both the COALITION and the PROVIDER, and approved in writing by the Florida's Office of Early Learning. Requests to amend this agreement, including requests to use attachments or exhibits, shall be submitted to the Florida's Office of Early Learning at the email address: OELPOLICY@oel.myflorida.com.

**XV. EXECUTION OF AGREEMENT**

PROVIDER and COALITION have caused this Agreement to be executed as of the date set forth in Paragraph 1:

<input type="checkbox"/> By Electronic Signature	<input checked="" type="checkbox"/> By Electronic Signature
<u>Leatha M O'Leary</u>	<u>Sandra G Emery</u>
Signature of Authorized Coalition Representative	Signature of Authorized Provider Representative
<u>5/7/14</u>	<u>04/29/2014</u>
Date	Date
<u>Heather DiRenzo, Deputy Director</u>	<u>Sandra G Emery Director</u>
Print Name and Title	Print Name and Title



**Child Care Facility Information**

Name: First Baptist IChristian Academy ID Number: C07FL0034  
 Address: 6052 Palm Coast Parkway City: Palm coast State: FL Zip Code: 32137-  
 Phone Number: (386) 446-0094 Capacity: 78  
 Owner/Director/Staff Responsible: Sandy Emory

**Inspection Information**

Type: Routine Date: 1/21/2015 Arrival/Departure Time: 12:54 PM to 02:30 PM  
 Staff Present: 6 Children Present: 26

**INSPECTION CHECKLIST**

**GENERAL REQUIREMENTS**

01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.	Compliance
02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.	Compliance
03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C.	Compliance
04. Ratio Sufficient ss. 402.305(4), F.S. & rule 65C-22.001(4), F.A.C.	Compliance
05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007 (2), F.A.C.	Compliance
06. Driver's License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C.	Not Applicable
07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 65C-22.001(6) F.A.C.	Not Applicable
08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C.	Not Applicable
09. Transportation rule 65C-22.001(6), F.A.C.	Not Applicable
10. Planned Activities ss. 402.305(13), F.S. & rule 65C-22.001(7), F.A.C.	Compliance
11. Field Trip Permission rule 65C-22.001(7), 65C-22.001(6), F.A.C.	Not Applicable
12. Child Discipline ss. 402.305(12), F.S. & rule 65C-22.001(8), F.A.C.	Compliance





13. Discipline Policy rule 65C-22.001(8), F.A.C.	Compliance
<b>PHYSICAL ENVIRONMENT</b>	
14. Facility Environment rule 65C-22.002(1), 65C-22.002(7) - (9), F.A.C.	Compliance
15. Toxic Substances and Hazardous Materials rule 65C-22.002(1), F.A.C.	Compliance
16. Supplies Labeled/Stored rule 65C-22.002(1), F.A.C.	Compliance
17. Lighting rule 65C-22.002(2), F.A.C.	Compliance
18. Temperature and Ventilation rule 65C-22.002(2), F.A.C.	Compliance
19. Indoor Floor Space ss. 402.305(6)F.S., rule 65C-22.002(3), 65C-22.007(3)(a), 65C-22.008(3), F.A.C.	Compliance
20. Outdoor Area/Square Footage ss. 402.305(6), F.S. & rule 65C-22.002(4), F.A.C.	Compliance
21. Outdoor Play Area rule 65C-22.002(4), F.A.C.	Compliance
22. Fencing rule 65C-22.002(4), F.A.C.	Compliance
23. Individual Bedding rule 65C-22.002(5), 65C-22.002(5), 65C-22.002(10), 65C-22.008(3), F.A.C.	Compliance
24. Bedding and Linens rule 65C-22.002(10), F.A.C.	Compliance
25. Nap/Sleep Space Requirements rule 65C-22.002(5), F.A.C.	Compliance
26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.	Compliance
27. Crib Requirements rule 65C-22.002(5), F.A.C.	Not Applicable



<p>28. Toilets and Sinks rule 65C-22.002(6), F.A.C.</p>	<p>Compliance</p>
<p>29. Potty Chairs rule 65C-22.002(6), F.A.C.</p>	<p>Not Applicable</p>
<p><u>Not Applicable Comments</u>        This facility does not utilize potty chairs.</p>	
<p>30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C.</p>	<p>Compliance</p>
<p>31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.</p>	<p>Compliance</p>
<p>32. Operable Phone rule 65C-22.002(7), F.A.C.</p>	<p>Compliance</p>
<p>33. Fire Drills &amp; Emergency Preparedness rule 65C-22.002(7) F.A.C.</p>	<p>Compliance</p>
<p>34. Food Preparation Area 65C-22.002(8), F.A.C.</p>	<p>Not Applicable</p>
<p><u>Not Applicable Comments</u>        This facility does not offer lunch and snacks.</p>	
<p>35. Health and Sanitation rule 65C-22.002(10), F.A.C.</p>	<p>Compliance</p>
<p>36. Drinking Water Available rule 65C-22.002(10), F.A.C.</p>	<p>Compliance</p>
<p>37. Sanitary Diapering rule 65C-22.002(10), F.A.C.</p>	<p>Not Applicable</p>
<p>38. Diaper Disposal rule 65C-22.002(10), F.A.C.</p>	<p>Not Applicable</p>
<p>39. Indoor Equipment rule 65C-22.002(11), F.A.C.</p>	<p>Compliance</p>
<p>40. Outdoor Equipment rule 65C-22.002(11), F.A.C.</p>	<p>Noncompliance</p>

**Non-Compliance Description**

40-05 The ground cover or other protective surface under the [swing set] was not maintained.

**Comments**

Black plastic ground covering under the mulch is showing in spots which can cause a trip hazard and there was no mulch under the swings.

**Due Date** 01/28/2015

**Violation Level** Class 3

**Non-Compliance Description**

40-07 Sharp, broken and/or jagged edges were observed on the [little tikes play structure] that pose a threat to the health, safety or well-being of the children in the play area.

**Comments**

Little tikes play structure has broken plastic in several different spots.

**Due Date** Completed at time of inspection

**Violation Level** Class 2



### TRAINING

- |   |            |
|---|------------|
| 41. Training Requirements ss. 402.305(2) - (3), F.S. & rule 65C-22.003(2) – (3), F.A.C. | Compliance |
| 42. 10-Hour In-Service rule 65C-22.003(6), F.A.C.                                       | Compliance |
| 43. Credentialed Staff ss.402.305(3), F.S. & rule 65C-22.003(7)-(8), F.A.C.             | Compliance |

### HEALTH REQUIREMENTS

- |  |                |
|--|----------------|
| 44. Communicable Disease Control rule 65C-22.004(1), F.A.C.                      | Compliance     |
| 45. First Aid Requirements rule 65C-22.004(2), F.A.C.                            | Compliance     |
| 46. CPR Requirements rule 65C-22.004(2), F.A.C.                                  | Compliance     |
| 47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C.                       | Compliance     |
| 48. Accident/ Incident Notification and Documentation rule 65C-22.004(2), F.A.C. | Compliance     |
| 49. Medication rule 65C-22.004(3),F.A.C.   | Not Applicable |

### FOOD AND NUTRITION


- |  |                |
|--|----------------|
| 50. Meals and Snacks rule 65C-22.005(1), F.A.C.                                  | Not Applicable |
| 51. Meal and Snack Menus rule 65C-22.005(1), F.A.C.                              | Not Applicable |
| <u>Not Applicable Comments</u><br>This facility does not offer meals and snacks. |                |
| 52. Food Service rule 65C-22.005(3), F.A.C.                                      | Not Applicable |
| <u>Not Applicable Comments</u><br>No food service occurs at this facility.       |                |
| 53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C.                      | Not Applicable |
| 54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C.              | Compliance     |

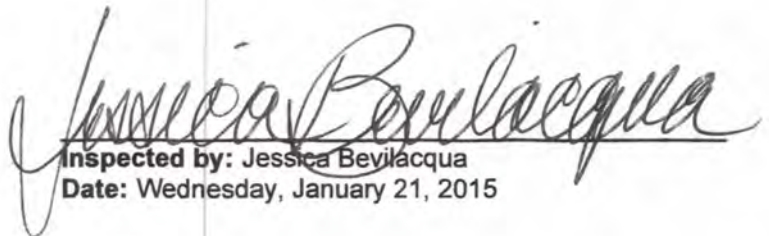
RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C. Compliance
57. Children's Health/Immunization and Records ss. 402.305(9), F.S.& rule 65C-22.006(2) - (3), F.A.C. Compliance  
Compliance Comments  
44 Children enrolled. 22 files reviewed.
58. Enrollment Information on File/Current ss. 402.3125(5), 402.305(12), F.S. & rule 65C-22.006(3) F.A.C. Compliance  
Compliance Comments  
44 children enrolled. 22 files reviewed VPK
59. Personnel Records ss. 402.3055(1), F.S., rule 65C-22.003(4), & rule 65C-22.006(4) - (5), F.A.C. Compliance
60. Background Screening Documents ss. 402.3054, F.S. & rule 65C-22.006(4), F.A.C. Compliance
61. Daily Attendance rule 65C-22.001(10) & rule 65C-22.006(5), F.A.C. Compliance
62. Emergency Plan/Posted rule 65C-22.002(7), F.A.C. Compliance

ENFORCEMENT

63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S. & rule 65C-22.001(9),(11), F.A.C. Compliance

  
Received by: Sandy Emory  
Date: Wednesday, January 21, 2015

  
Inspected by: Jessica Bevilacqua  
Date: Wednesday, January 21, 2015



Name: First Baptist IChristian Academy License #: C07FL0034  
Address: 6052 Palm Coast Parkway City: Palm coast State: FL Zip Code: 32137-  
Type: Routine Date: 1/21/2015

### SUPPLEMENTAL INSPECTION SHEET

**Comments:**

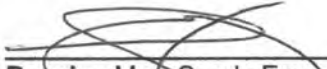
Counselor provided technical assistance regarding the new Booster Seat Law that became effective January 1, 2014. The Florida Department of Highway Safety and Motor Vehicles states that children ages 4 and 5 will be required to sit in a child safety seat or booster seat rather than only using a seatbelt. While seat belts save lives, booster seats elevate children to the height at which safety belts will properly secure them. After age 5, children are ready to wear seatbelts without a booster seat if they are at least 4-foot-9-inches and can sit all the way back and bend their knees at the edge of the seat.

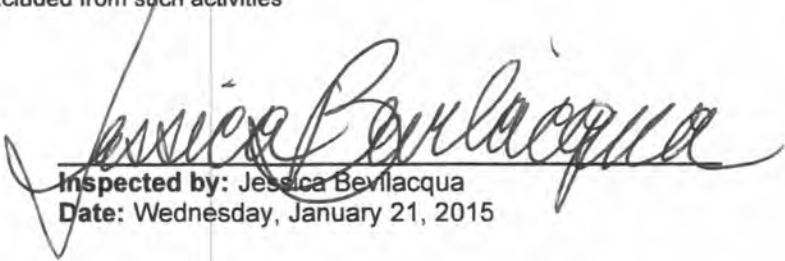
As of 7/22/2014, additional offences were added to the Affidavit of Good Moral Character. Attempts, solicitation, and conspiracy will now be disqualifying offences for anyone screened or re-screened. A copy of the new AGMC, although not official, has been given to the provider.

Technical Assistance :

Water Play Activities:

- ~ There should be no standing water (other than water in play tables wherein only the hands/arms are in the water)
- ~ Children and adults need to wash hands before and after such activities
- ~ Equipment must be washed and sanitized after use and prior to storage
- ~ Children that have runny noses and/or open wounds should be excluded from such activities

  
Received by: Sandy Emory  
Date: Wednesday, January 21, 2015

  
Inspected by: Jessica Bevilacqua  
Date: Wednesday, January 21, 2015



## Notice of Administrative Warning

This serves as a formal Administrative Warning that the next violation of a licensing standard outlined in this notice, will result in an administrative fine. The Department is authorized to impose administrative fines as provided in section 402.310, Florida Statute, 65C-20.012 or 65C-22.010, Florida Administrative Code.

Name of Provider

First Baptist Christian Academy

ID Number

C07FL0034

Address

6052 Palm Coast Parkway, Palm Coast, FL 32110

Date

01/21/2015

Violation Standard

Outdoor Equipment Rule 65C-22.002(11) FAC

Sharp, broken and/or jagged edges were observed on the little tikes play apparatus that pose a threat to the health, safety, or well-being of the children in the play area.

The ground cover or other protective service under the swing set was not maintained. Black plastic ground covering under the mulch is showing in spots which can cause a trip hazard and there was no mulch under the swings.

These are Class 2 Violations

(b) Outdoor Equipment.

1. A child care facility shall provide and maintain equipment, and play activities suitable to each child's age and development.
2. All playground equipment shall be securely anchored, unless portable or stationary by design, in good repair, maintained in safe condition, and placed to ensure safe usage by the children. Maintenance shall include inspections, at least every other month, of all supports above and below the ground, and all connectors and moving parts. Documentation of maintenance inspections shall be retained for one year.
3. Permanent or stationary playground equipment must have a ground cover or other protective surface under the equipment that provides resilience, and is maintained to reduce the incidence of injuries to children in the event of falls.
4. All equipment, fences, and objects on the facility's premises shall be free from sharp, broken and jagged edges, and properly placed to prevent overcrowding or safety hazards in any one area.

Please take the necessary actions to ensure compliance with the licensing standards identified in this notice. If you would like technical assistance from the Department to assist you in understanding these licensing standards, or if you have questions regarding this information, please contact your licensing office.

Received by:

Sandy Emory

Signature

Inspected by:

Jessica Bevilacqua

Signature



**Annual**



**State of Florida**

**Licensing Agency:**  
Department of Children and Families, Child Care Regulation & Background Screening

210 N Palmetto Ave, Ste 430  
Daytona Beach, Florida 32114  
(386) 481-9195

# Child Care Facility Certificate of License

Name of Facility: First Baptist Christian Academy

Certificate Number: C07FL0034

County: Flagler

Address: 6052 Palm Coast Parkway

City: Palm Coast

Zip: 32137

Owner: First Baptist Church of Palm Coast Christian Academy

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective

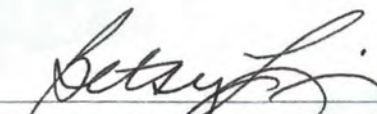
**June 9, 2014 Through June 8, 2015**

***This license may be revoked or suspended for cause.***

Maximum Licensed Capacity: 78

Hours of Operation:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
07:30AM	07:30AM	07:30AM	07:30AM	07:30AM		
05:30PM	05:30PM	05:30PM	05:30PM	05:30PM		

  
Betsy Lewis, Designee



Florida Association of Christian Colleges and Schools

*Office of Program Services*

Dr. Wesley Scott

Director of Program Services

PO Box 277807

Miramar, FL 33027

Phone: 954-517-9500

E-mail: [ops@faccs.org](mailto:ops@faccs.org) • Web: [www.faccs.org](http://www.faccs.org)

---

Dear Mr. Lautar,

Thank you for renewing your membership in FACCS for the 2014-2015 school year. It is an honor to partner with a school like *First Baptist Christian Academy* who is championing the cause of Christian education. Enclosed you will find your new certificate(s) for this school year:

- **FACCS Participant Member Certificate**
- **FACCS Religious Exemption Certificate** (if applicable)

The certificate(s) should be placed in the main school office to satisfy consumer protection requirements. If you have any questions, please e-mail the FACCS Office of Program Services at [ops@faccs.org](mailto:ops@faccs.org)

Thank you for your prayers, and faithful support in each of our labors to strengthen Christian education.

Respectfully,

A handwritten signature in black ink that reads "Wesley Scott Ed.D., Ph.D." The signature is written in a cursive style.

Wesley Scott, Ed.D., Ph.D.

Director of Program Services

Psalm 19:14

Enclosure





# MEMBERSHIP CERTIFICATE

This Certifies That

**First Baptist Christian Academy**  
Palm Coast, Florida

is granted a Participant Membership status in the  
Florida Association of Christian Colleges and Schools, Inc.  
and is entitled to all the privileges and benefits resulting therefrom  
for the school year beginning September 1, 2014 and concluding August 31, 2015.

*Marc J. Mortensen*  
Pastor Marc Mortensen  
President

*Howard G. Burke*  
Howard G. Burke, EdD  
Executive Director

*Wesley L. Scott* Ed.D., Ph.D.  
Wesley L. Scott, EdD, PhD  
Director of Program Services



This Membership Certificate is the property of FACCS and is subject to immediate recall and surrender upon request. The required display of this Membership Certificate, in the main school office, constitutes acceptance of the terms, conditions, and responsibilities to FACCS on behalf of the above listed school. No status of accreditation is conveyed with this certificate. *This Membership Certificate must be renewed with the payment of annual dues and assessments by September 1<sup>st</sup> of each new school year.*

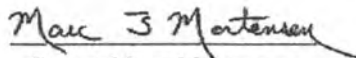


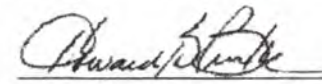
# RELIGIOUS EXEMPTION CERTIFICATE

This Certifies That

**First Baptist Christian Academy**  
Palm Coast, Florida

has notarized compliance with the requirements of FS 402.316, Chapter 65C-22 and relevant statutes. Therefore, the status of "Religious Exempt" is provided for the period beginning September 1, 2014 and concluding August 31, 2015 by the Florida Association of Christian Colleges and Schools, Inc.

  
Pastor Marc Mortensen  
President

  
Howard G. Burke, EdD  
Executive Director

*This Certificate is the property of FACCS and is subject to immediate recall and surrender upon request. The required display of this Certificate, in the main school office, constitutes acceptance of the terms, conditions and responsibilities to FACCS on behalf of the above listed school. The above school acknowledges this certificate conveys no status of accreditation.*





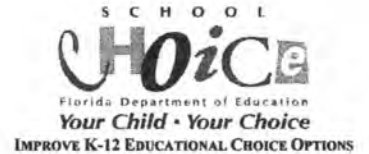
STATE BOARD OF EDUCATION

GARY CHARTRAND, *Chair*  
JOHN R. PADGET, *Vice Chair*  
*Members*  
ADA G. ARMAS, M.D.  
JOHN A. COLÓN  
MARVA JOHNSON  
REBECCA FISHMAN LIPSEY  
ANDY TUCK



**MAILED**  
4/23/2014 *PH*

Pam Stewart  
Commissioner of Education



April 23, 2014

FIRST BAPTIST CHRISTIAN ACADEMY (5569)  
6052 PALM COAST PKWY  
PALM COAST, FL 32137

**RE: FIRST BAPTIST CHRISTIAN ACADEMY**

Dear Private School Administrator:

The Office of Independent Education and Parental Choice has received your compliance paperwork for the 2014-2015 school year.

The documentation has been reviewed, and the paperwork attests to the fact that you are maintaining compliance with the requirements governing the state scholarship programs (McKay and/or Florida Tax Credit Scholarships) and s. 1002.42, Florida Statutes, related to private schools.

Your cooperation is greatly appreciated, and we look forward to working with you as we strive to increase the quantity and improve the quality of educational options for Florida's students.

Sincerely,

Laura Harrison  
Scholarship Director  
Office of Independent Education and Parental Choice

ADAM MILLER  
*Executive Director*  
*Office of Independent Education and Parental Choice*



[Previous on List](#)   [Next on List](#)   [Return to List](#)

[Filing History](#)

Fictitious Name Search

Submit

## Fictitious Name Detail

### Fictitious Name

FIRST BAPTIST CHRISTIAN ACADEMY

### Filing Information

Registration Number	G08154700152
Status	ACTIVE
Filed Date	06/02/2008
Expiration Date	12/31/2018
Current Owners	1
County	FLAGLER
Total Pages	2
Events Filed	1
FEI/EIN Number	26-0490300

### Mailing Address

6052 PALM COAST PARKWAY  
PALM COAST, FL 32137

### Owner Information

FIRST BAPTIST CHURCH OF PALM COAST CHRISTIAN SCHOOL INC  
6052 PALM COAST PARKWAY  
PALM COAST, FL 32137  
FEI/EIN Number: 26-0490300  
Document Number: N07000006719

### Document Images

[06/02/2008 – REGISTRATION](#)

View image in PDF format

[06/13/2013 – Fictitious Name Renewal Filing](#)

View image in PDF format

[Previous on List](#)   [Next on List](#)   [Return to List](#)

[Filing History](#)

Fictitious Name Search

Submit

DOCUMENT# N07000006719

Apr 29, 2014  
Secretary of State  
CC9671956403

**Entity Name:** FIRST BAPTIST CHURCH OF PALM COAST CHRISTIAN SCHOOL, INC.

**Current Principal Place of Business:**

6052 PALM COAST PARKWAY  
PALM COAST, FL 32137

**Current Mailing Address:**

6052 PALM COAST PARKWAY  
PALM COAST, FL 32137

**FEI Number:** 26-0490300

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

LITTLETON, DENNIS DR.  
6050 PALM COAST PARKWAY  
PALM COAST, FL 32137 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** DENNIS LITTLETON

04/29/2014

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title D  
Name LITTLETON, DENNIS DR.  
Address 6050 PALM COAST PARKWAY NW  
City-State-Zip: PALM COAST FL 32137

Title D  
Name THORNTON, ROY  
Address 6052 PALM COAST PARKWAY  
City-State-Zip: PALM COAST FL 32137

Title D  
Name BROWER, APRIL  
Address 6052 PALM COAST PARKWAY  
City-State-Zip: PALM COAST FL 32137

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** APRIL BROWER

**DIRECTOR**

04/29/2014

Electronic Signature of Signing Officer/Director Detail

Date

Proposal

For

Leasing

Of the

Historic Flagler County Courthouse

Bid Number: RFP-P035-0-2015

Date: 2/04/2015

Presented by: ExecData, Inc. OBO

Information Technology Development Center

# **Tab A - Statement of Interest and Introduction**

## Statement of Interest and Introduction

To: Flagler County Board of County Commissioners  
C/O Ad-Hoc Historic Courthouse Committee and  
County Purchasing Department  
1769 E. Moody Boulevard  
Building 2, Third Floor  
Bunnell, Florida 32110

Greetings,

ExecData, Inc. is presenting a proposal on behalf of Information Technology Development Center (ITDC). It is understood by ITDC and ExecData that this document is the statement of interest and introduction required by the RFP.

ITDC is an entity conceived locally within the past few months by various Flagler County residents for the purpose of saving the Historic County Courthouse through its use as a vital economic engine. As primary architect of the concept Dr. Douglas Courtney was asked to present the proposal to the Ad-Hoc Committee. Upon release of the Historic Courthouse Request For Proposal (RFP) ExecData, Inc., a Florida company wholly owned by Dr. Courtney, was petitioned to submit the ITDC proposal until ITDC legal standing could be confirmed. It is anticipated that this arrangement would allow ITDC to continue its purpose.

ITDC will be formed as a Florida corporation with ExecData, Inc, and various Flagler County residents and/or companies as shareholders. It is the intent that ITDC will enter into any lease or contract with Flagler County that may result from this RFP. If successful in the RFP ITDC will be responsible for management, upgrades, repairs, and maintenance of the Historic Courthouse. ITDC will be the primary lessee. Until such time as ITDC legal standing is established, Dr. Courtney is authorized to represent ITDC.

The types of business operations planned for the property include educational facilities, information technology (IT) training facilities, business incubators, IT video production facilities, general public IT access facilities, local café, commercial IT video conference room, professional office rentals, and hall rental services. ITDC will create a comprehensive IT facility that will teach, train, educate, support, encourage, promote, and provide IT services to the Flagler community. It is expected this facility will create new jobs and businesses while preparing our community for the future in IT.

Online research has revealed that this is a unique concept. Of the IT development centers listed most are university based or geared towards a specific industry. There were no commercial centers dedicated to the broad range of IT support conceived by ITDC. There were particularly no national, state, or regional IT development centers as conceived by ITDC. Flagler County would be on the leading edge of this type of service and industry. It is trusted that those reviewing this proposal understand comparisons of ITDC to general accepted commercial projects would be difficult if not impossible. It is with these caveats this proposal is presented.

With Respect,



Dr. Douglas Courtney



# **Tab B -Detailed Proposal**

## Detailed Proposal

ITDC proposes to lease the entire facility known as the Historic Flagler County Courthouse, including the annex, for a period of 10 years with options to renew for 2 five year periods. ITDC will renovate and use the building for:

1. IT education facility
2. IT business incubator
3. IT training facility for public/business
4. IT access area for the general public
5. Community meeting center
6. General offices

The lease of the facility will be done through a triple net lease where all the costs of maintenance, upkeep, renovations, upgrades, and operations will be provided by ITDC. There will be no monthly lease payments for the County, nor will there be CAM oversight by the county.

ITDC will be permitted to remodel interior/exterior as needed within stated lease restrictions. If required the County will rezone the property as appropriate for use as a commercial building.

It is the intent of ITDC to purchase the Historic Courthouse at a future date. The lease would give ITDC the option to buy at a pre-determined price. In addition the lease will provide a right of first refusal if the county wishes to sell before ITDC exercises its option.

Upon lease of the facility to ITDC, the County agrees to work with ITDC to obtain grants associated with the use and/or upkeep of the courthouse.

Further lease details are enumerated in the following pages. It is the intent of ITDC to comply with all detailed restrictions or exceptions enumerated within the RFP.

In consideration for the lease in over 3 years' time ITDC expects to invest approximately \$1,000,000 plus into renovations and upgrades of the Historic Courthouse.

## Business, Development and Marketing Plan

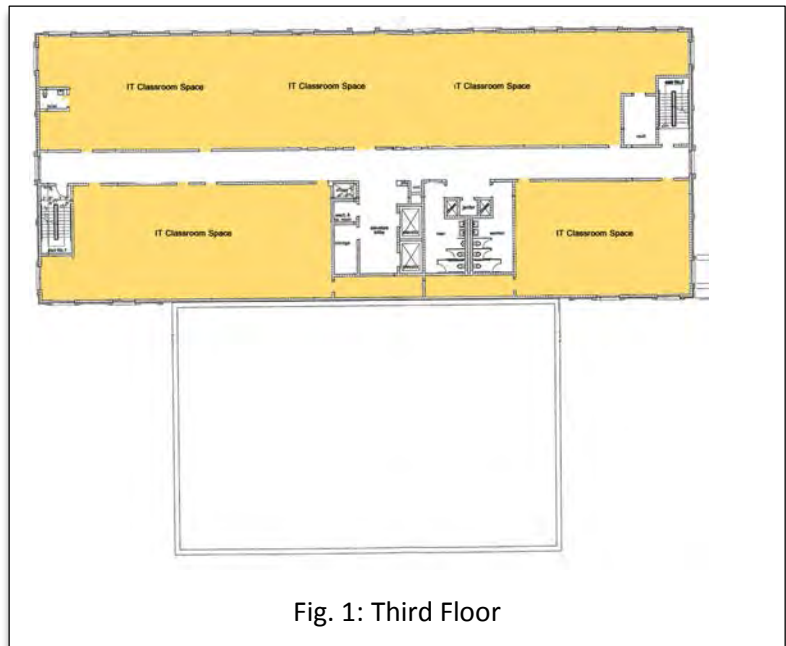
### A. Property Use:

ITDC divides the courthouse into two divisions, the courthouse and annex. The courthouse is the original building built in 1923 encompassing two floors and fronting on Old Moody Boulevard. The annex is the building built in 1982 encompassing three floors and attached to the back end of the courthouse. While ITDC intends to use the entire facility for its operations, each of the divisions presents different opportunities for development. Official hours of operation will be Monday through Saturday from 8:00 am until 10:00 pm. However, each professional, educational unit, or incubator personnel will have access to the facility at their discretion twenty-four hours a day, seven days a week.

### Annex Operations:

Because of its size and relatively newer construction the annex will be the primary revenue source. The third floor is as seen in Figure 1 is projected to be an educational facility. Inquiries have found that Flagler County Adult Education (Adult Ed) and particularly the Flagler Technical Institute (FTI) are in need of space for their programs.

With the loss of the building at Corporate Drive Adult Ed and FTI have lost a permanent home. Included in this loss is a large reduction in space with a subsequent reduction in revenue producing programs. While an adjunct of Flagler Schools Adult Ed itself is not a part of the K-12 programs and must stand on its own merits. The use of the third floor would provide the necessary space to add programs to Adult Ed. The added benefit of being in an IT focused building would allow FTI to emphasize and create new technology programs they are currently missing. Included as Appendix A is an email from the Director of Adult Education expressing interest in being a part of the ITDC building.



While leasing to Adult Ed and FTI is not assured, use of the third floor as an educational facility will continue. The IT upgrades to the entire facility will make ITDC a focal point for higher education institutions. ITDC upgrades in Internet service will provide digital speeds comparable only to the most advanced systems. ITDC upgrades in cellular service will allow cell phone service within the entire facility, a service few buildings offer. These upgrades

and ITDC focus provide services well beyond current higher education offerings. This creates a strong incentive for their participation at ITDC.

As seen in Figure 2 second floor operations will be dedicated to an IT incubator. One of the greatest growth venues in the country is IT. Many of the companies that develop the IT businesses are small startups ranging from one to 20 individuals. A large drawback to the development of their products is lack of a strong high-speed Internet connection and a strong internal cellular signal. ITDC will provide both. With these services plus the ability to lease office space suitable to the size of the operation, ITDC will attract multiple tenants for its incubator office space. Inquiries have already come in from four sources. The recent new business announcements in this county confirm the development of IT organizations. The second floor of ITDC will provide incentive for more IT organizations to move to our community.

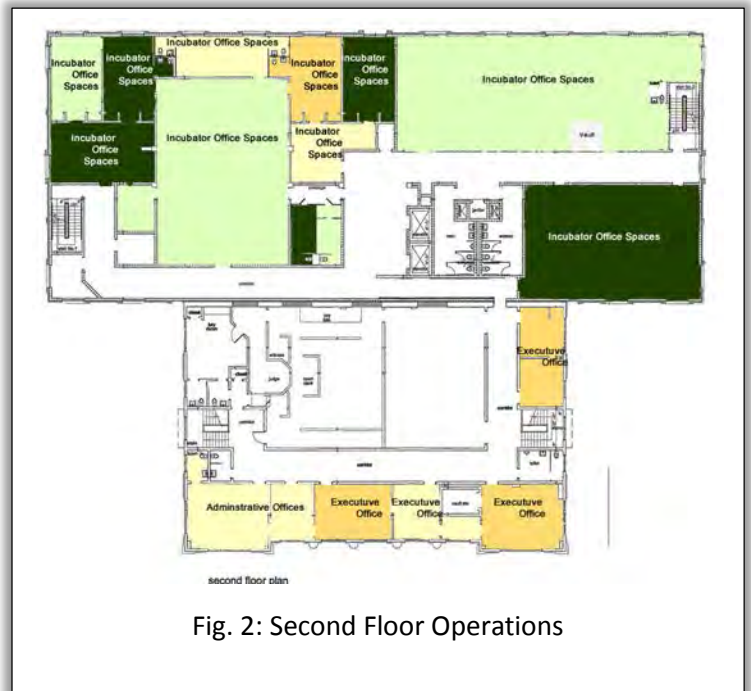


Fig. 2: Second Floor Operations

Figure 3 shows first floor operations dedicated to professional offices, IT video production, and IT training. More than one professional has expressed interest in use of the lower level for primary or secondary offices. It is the intent of ITDC to make the entire facility a Class “A” facility with the latest in IT. This has strong influence on these professionals.

In addition to professional offices, ITDC will provide temporary professional office space for the incubator businesses and other entities. There is a need for these businesses to make a strong impression on possible investors or users. Access to these types of offices allows small businesses to invest primarily in the facilities needed for productivity.

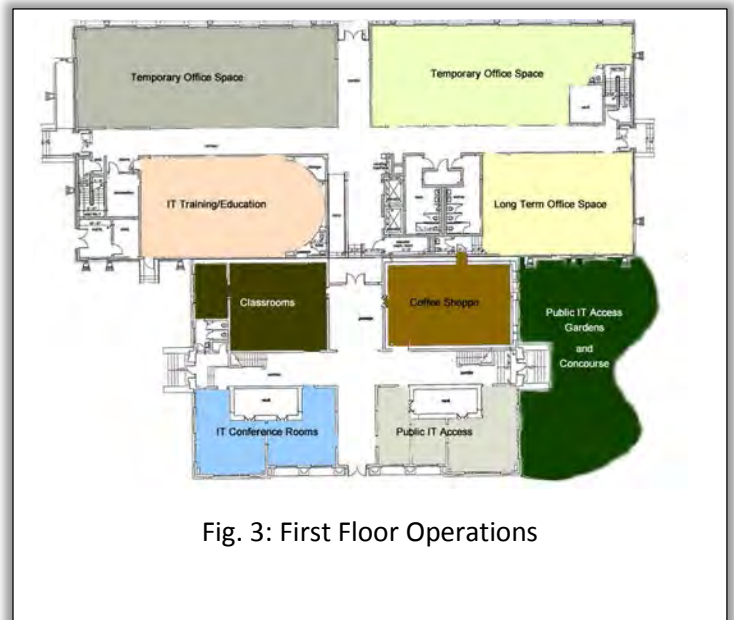


Fig. 3: First Floor Operations

Included in the first floor will be an IT video production facility. IT video is a growing business on the Internet with Google, Yahoo, Netflix, YouTube and others investing heavily

in original content. IT video production facilities offer an additional revenue stream in rentals and advertising.

The first floor will include the IT training room. This room is used for public and business instruction on the use of various programs and applications. The training room will provide a venue not currently available in Flagler County. Rentals of this room will add to the revenue stream.

#### Courthouse Operations:

The courthouse second floor as seen in Figure 2 is dedicated primarily to administrative and some executive office rentals. Executive offices will be remodeled into an exclusive office environment highlighting the era of construction. The exclusivity of the office combined with the historical ambiance and high technology is expected to produce substantially higher incomes.

The courtroom will remain in original condition as much as possible. But it will be enhanced with technology. The annex wall will be embedded with monitors to provide an environment that evokes the original courtroom windows. This will create more light during use as IT generated images provide scenes of current external conditions or historical re-enactments. The monitors can be used for presentations or remain silent when the room is used for more conventional means. It is expected to use the courtroom for hall rentals for social groups or individuals. It will also be offered for use as a courtroom facility.

The first floor of the courthouse will be dedicated to public and corporate use. When facing the courthouse the outside area on the immediate right will be developed into a public access gardens and concourse. The area will benefit from an array of benches and sitting areas encouraging repeated use. Any current memorials within this area will be enhanced and highlighted. The area will also have access to high speed wireless Internet connections and cellular service.

Inside the courthouse the front rooms just adjacent to the gardens will feature a public access computer room. This room will be dedicated to allowing free use of high speed Internet and cellular service for the general public. Desks, chairs, and commensurate office furniture will be provided to enhance use. Computers will be available for general use although personal devices will be encouraged.

The back room of the courthouse adjacent to the gardens will be set aside for a café. With the general public encouraged to use the IT services, the 24 hour incubator personnel, the frequent training, education, and professional offices it is expected the café will enhance rentals while providing income.

The left side front room of the courthouse will be set aside for teleconferencing. There are two rooms easily adaptable for an IT teleconference setup suitable for professional use. These rooms will be provide income through their rentals.

The left side back room of the courthouse will be dedicated to an additional classroom for training purposes, coding sessions, or general use. With the advent of code-a-thons to teach students how to code and operate programs this would provide an environment to encourage this use.

## B. Development and Marketing Plan

Development costs are hard to assess for this project. Despite the extensive reports filed online there are no ready and reliable cost estimates for renovation or occupancy requirements. The latest estimate of a comprehensive renovation of the entire facility was done in 2012 by the city of Bunnell. This cost was estimated at \$1,500,000. Previously the Sheriff's office estimated costs at over \$3,500,000. The estimate by Strollo Architects in 2007 placed the renovations costs at over \$2,100,000.

The most recent costs for occupancy were estimated at \$300,000 in the proposal offered on January 6, 2015. However, the county would remain responsible for HVAC, roofing, property insurance, and various other charges amounting to over \$260,000 over 10 years. This cost could far exceed the \$260,000 depending on the conditions of those items. In addition the lessor in this instance would add an additional \$500,000 to the renovation of the buildings. The total cost for renovation in this proposal could be estimated at \$1,060,000.

These various estimates place the renovations in a range of \$1,100,000 to \$3,500,000 each dependent upon how the facility is used. As instructed by the response to questions of the RFP in Amendment #1 ITDC used these estimates and the documentation to create a development plan for the facility. ITDC believes this is the best estimate based upon the information provided and its determined use of the facility.

### Known Issues.

The HVAC system needs to be updated. The report by H2H Indoor Air Solutions on January 12, 2014 confirms that interior ductwork must be repaired in order to control mold and adjust for renovated working conditions. Also Stollo Architects indicated all three rooftop units need to be updated and replaced. The County replaced one in 2008, but the other two will need replacement shortly.

Fire suppression systems need to be installed and/or updated. There also needs to be an update in security lighting and exits. ADA requirements must be met in various areas including the restrooms. Some renovations are required on the elevators before use.

### Required Upfront Renovation Costs.

While there are some known issues the required upfront costs are not. HVAC ducting will need to be replaced, but as required. Ducting has to be set according to need. The remaining two HVAC units that must be upgraded or replaced have not been scheduled for immediate replacement by the county in the most recent proposal. It can be assumed that these units may be usable for a short period of time before replacement.

Fire suppression systems must be upgraded before occupancy and can be listed as an immediate need. Updates in security lighting and exits is also a requirement. ADA requirements will need to be met on each floor as occupancies proceed.

The elevator costs are suspect. The only known listing in the documents of needed elevator upgrades was in the Sheriff's office estimated costs. Stollo Architects did not list this as a separate issue and requests from the county on reasons for required upgrades and estimated costs have not been forthcoming.

## ITDC Marketing Plan

It is not the intent of ITDC to renovate the entire building before use. ITDC intends to renovate the building as needed, as required, and according to customer specifications. Each office, floor, or room will be a customization for the individuals or use. The ITDC business plan is dependent upon grants, loans, and investors for completion. IT is a long term plan with the initial phase done over a period of 3 years.

ITDC will market the facility as a state of the art information technology center. Internet connection capacity will meet or exceed 1 gigabyte mps, a capacity in the United States only met by a few cities or locations. Cellular service will be easily and readily available in all areas of the building. This is a rarity in almost all current buildings and extremely necessary for IT development businesses as Internet technologies move to cellular services. These two additions to the structure alone will be a large incentive for IT businesses not currently located in Flagler County to move to this location. These services are needed and of a greater incentive than location issues in the IT community.

When renovating ITDC offices and spaces, ITDC will insist that the renovations requested meet Class "A" office space requirements. It is the intent to use the Class "A" amenities and renovations as an additional incentive to move business to the center. ITDC plans for the courthouse to become a core of the IT business community and a required address for developers and potential IT investors.

As described below each section of the building provides opportunity for marketing. Each section will work with others to fulfill a complete marketing plan.

With each floor designated for various activities as defined in Property Use, ITDC will market each section individually. This will allow development to proceed as needed and when the funds are available.

Emphasis has been placed on developing the annex's third floor for educational purposes first. This is due to Flagler County's Adult Education need for use of the entire third floor for educational facilities. If ITDC is successful in leasing this space to Adult Education, emphasis will then be placed on the annex first floor.

The annex first floor is the most requested professional office space. In addition the former commission chambers will be outfitted to provide training sessions and conferences for business and the public. These chambers as well as the professional office spaces will provide a glimpse of the quality of the space available in the complex and serve as a sales model for rentals.

The second floor of the annex will be developed next. Marketing will use the models on the first floor, the IT upgrades, and customized space as incentives to complete this part of the complex.

The courtroom on the second floor of the courthouse will be opened for social and community organizations to use as soon as safety standards can be achieved. Marketing programs will provide this space at minimal to no charge to these organizations to entice potential customers within the organizations to the view the facility.

First floor courtroom renovations will proceed as soon as grant funding and/or commercial leases allow. This is an area to bring the public in to use the spaces provided. It is also a marketing tool to induce potential customers to lease space and/or facilities.

## ITDC Development Plan

ITDC's first investments will be the creation of accounts and/or payments to cover all of the monthly operational costs currently covered by the county. Second investments will be in the required renovation costs that will allow occupancy with emphasis on the annex. As pre-bid evaluations of the roof-top HVAC usability were not available, evaluations will be performed to estimate the possible use and time frame for their replacements. Upon completion of these estimates, time frames will be created and funding sources identified for their replacements.

Elevator assessment will be done upon lease of facility. Funds will be set aside for their repair and maintenance. Upgrades to elevators will be done as occupancy increases.

Installation of high-speed Internet service will begin as occupancy requirements are completed. Installation of interior cellular service will begin as occupancy requirements are completed. Internet and cellular services are currently expected to be contracted to AT&T and Alcatel-Lucent respectively.

Grant applications will begin on the first day of leasing from the county. Using the building as an IT development center with an educational focus allows ITDC to apply for grants outside the spectrum of County government. Educational grants, STEM grants, NIST grants, state grants, as well as private grants from the Google and Gates foundations are available to ITDC. It is expected initial grants will be awarded towards the end of the first year. Depending on the grants, they will either apply directly to the redevelopment of the courthouse and/or annex or free up funds that may be applied to the renovations. Continued grant applications will be created during the tenure of ITDC.

Negotiations will proceed with Adult Education for lease of the third floor of the annex upon lease of the facility to ITDC. Successful negotiations with Adult Education will lead to build out of third floor including needed HVAC and ADA requirements. Successful lease of third floor opens additional funding opportunities with lenders. These funds and lease funds will be used to renovate the first floor and/or rooftop HVAC.

Renovation of the first floor will create additional revenue streams from workshops and training sessions. Renovation will also allow for rental of professional spaces bringing in more revenue streams. Renovations to the office and training spaces will include any needed HVAC or ADA requirements. Once revenue streams are created on the first floor, renovations and office space leasing will begin on the second floor of the annex.

Second floor renovations will proceed as the first floor with renovations of office spaces including HVAC and ADA requirements. Revenue streams created by second floor renovations combined with first and third floor revenue streams will be applied to the courthouse second floor.

All courthouse renovations including outdoor renovations will be assisted with grant awards. Revenue streams from the annex will be added to the courthouse division to complete all needed ADA and HVAC requirements. Any additional requirements will be funded through the same sources.



### Approvals and Professionals.

Only certified building professionals will be used in the renovation of the annex and courthouse. Any approvals required will be obtained by them when necessary. Those approvals required to be obtained by ITDC will be done by ITDC executive personnel with certified professionals in that field where appropriate.

### Eliminating or Modifying Historic Features

It is the intent of ITDC to preserve any and all historic features. Any modifications done will be to enhance the historic features. If modifications are required that will severely alter or possibly eliminate historic features, these modifications will be presented to the county for consideration and assistance.

### Proposed Timeline

From award of County Commission:

- First 30 days:      Confirm legal status of ITDC  
                          Secure initial investors  
                          Negotiate and sign lease for Historic Courthouse
- Second Month:    Begin grant applications  
                          Evaluate HVAC  
                          Evaluate Elevator repairs, contract services  
                          Evaluate and contract Fire Suppression Upgrades  
                          Negotiate with Adult Education for lease  
                          Secure Accounts, etc. To cover monthly costs for facility  
                          Begin marketing office and professional spaces
- Third Month:      Begin installation of Internet services  
                          Begin installation of cellular services  
                          Begin use of courtroom for community organizations  
                          Continue marketing of facilities  
                          Continue grant applications  
                          Begin third floor renovations based on successful negotiations
- Four-Six Months: Finalize third floor renovations  
                          Begin first floor renovations  
                          Continue marketing of facilities  
                          Continue grant applications  
                          Sign lease for professional spaces/incubator spaces
- Six-Twelve:        Continue leasing third, first, and second annex floors.  
                          Apply received grants to courthouse renovations  
                          Continue making required repairs and renovations to facility.
- Year 2:             Finish all HVAC repairs  
                          Upgrade elevators  
                          Begin upgrades to exterior of courthouse and annex
- Year 3:             Finalize all upgrades

## Capital Investment and Rent

### A. Capital Investment

An initial investment for this project has been offered by various Flagler County residents and businesses totaling \$250,000. Continued investment efforts could result in funds exceeding this amount. However, the total cash on hand on commencement of operations will be considered at \$250,000 for this evaluation. ITDC is projecting another \$600,000 in capital investments over three years received from grants and regular business income. Another \$250,000 is available from loan services for regular commercial and Small Business Association organizations. Total capital investment would be \$1,100,000 over three years.

### Renovation Plan

A Proforma is included as Appendix B as a measure of revenues and expenses anticipated over the first three years. Included in the Proforma itemizations are line items listing expenses for capitalization and renovation. However, based upon anticipated financing, investment, grants, and revenues the following table presents a cash flow of capitalization of the building over three years. This is the renovation plan ITDC intends to follow.

<b>Capital Investments</b>			
	Year 1	Year 2	Year 3
<b>Investment</b>	\$250,000		
<b>Financing</b>	\$250,000		
<b>Revenues</b>	\$150,000	\$150,000	\$100,000
<b>Grants</b>	\$50,000	\$50,000	\$100,000
<b>Carryover</b>		\$200,000	\$35,000
<b>Total</b>	\$700,000	\$400,000	\$235,000
<b>Renovations/ Upgrades</b>			
<b>Fire Safety</b>	\$15,000		
<b>HVAC</b>	\$25,000	\$145,000	
<b>Internet Service</b>	\$50,000		
<b>Cell Service</b>	\$50,000		
<b>ADA</b>	\$40,000	\$25,000	
<b>Security</b>	\$20,000		
<b>Elevators</b>	\$50,000	\$20,000	
<b>Sprinklers</b>	\$100,000		
<b>Windows</b>	\$25,000	\$45,000	
<b>Tuck Pointing</b>		\$30,000	
<b>Interior Renovations</b>	\$125,000	\$100,000	\$160,000
<b>Exterior Renovations</b>			\$75,000
<b>Total</b>	\$500,000.00	\$365,000.00	\$235,000

Approvals and Professionals.

Only certified building professionals will be used in the renovation of the annex and courthouse. Any approvals required will be obtained by them when necessary. Those approvals required to be obtained by ITDC will be done by ITDC executive personnel with certified professionals in that field where appropriate.

**B. Rent**

ITDC proposes a 10 year triple net lease renewable for two 5 year terms. Under the lease ITDC will be responsible for all building insurance, common area maintenance, and renovation costs. There will be no lease payments or rent paid to the County for lease of the building, nor will there be any security deposits. Monthly costs to the County for operations and use of the building will be \$0.00. CAM charges and oversight to the County will be \$0.00. The guarantor for the lease will be ITDC.

<b>Monthly Charges</b>	<b>Average</b>
<b>Water/Sewer</b>	\$125
<b>Phone</b>	\$50
<b>Elevator Maintenance</b>	\$62
<b>Electric-Courthouse</b>	\$2,583
<b>Electric-Parking Lot</b>	\$84
<b>Property Insurance</b>	\$1,910
<b>In-House Maintenance Staff Time</b>	\$670
<b>Termite/Pest Control</b>	\$42
<b>Grounds Maintenance</b>	\$275
<b>Fire Alarm</b>	\$100
<b>Annual Elevator License</b>	\$21
<b>HVAC/Roofing Maintenance/Replacement</b>	\$1,500
<b>Total Monthly Costs</b>	\$7,422.00
<b>ITDC Triple Net Lease Offset</b>	\$7,422.00
<b>Net County Costs</b>	\$0.00
<b>Net Monthly Return/Lease/Benefit to County</b>	\$7,422.00

## Financial Information

ITDC will be a Florida company with primary shareholders located in Flagler County. Upon County's expressed interest in leasing with ITDC legal frameworks will be initiated. Included in those frameworks will be bank accounts and financial documentations. Due to the history concerning use of the Historic Courthouse, commitment of funds from investors and financial institutions will not be available until Flagler County's intentions are documented.

It is expected that the legal formation of ITDC will have multiple shareholders with no one entity or company as sole owner. As a new entity there are no reviewed or audited Financial Statements, therefore none will be provided.

The initial working capital available will be the investments of \$250,000 plus the loan provided by Intracoastal Bank of an estimated \$250,000. Documentation for the loan is attached in Appendix C.

# **Tab C -Statement of Qualifications and Experience**

## Statement of Qualifications and Experience

There is no known individual or corporation that has the experience in operating the proposed use. The concept is unique in use of a building, renovating an historic edifice, educating students in IT, and centralizing all concepts of information technology development. Businesses using some concepts such as ITDC are currently operating. Evidence of this is included in Appendix D detailing current enterprise at Church Street Station in Orlando.

At best there are individuals that have experience and backgrounds in entrepreneurial enterprises and/or specific expertise. ITDC intent is to employ and contract with these individuals or businesses. A brief statement of these individuals follows.

### ITDC Proposed Staff

Dr. Douglas Courtney:

Dr. Courtney has his doctorate in Management of Information Systems Technologies (DM/IST). He has over thirty years in information technology including development of cutting edge medical software for which he received the Florida Governor's Award for Innovation. In addition to establishing two different IT companies since 2003, Dr. Courtney has taught IT classes and consulted on various IT projects.

Dr. Courtney also has a Master's in Business Administration (MBA) which has contributed to his 40 year entrepreneur career. He has owned or co-owned 6 companies in that time working through a variety of startup and financial issues. In the last two startups Dr. Courtney has raised over \$500,000 for these companies through private investors and state grants. Dr. Courtney has also engaged in international sales and investment issues while working with companies in Indonesia seeking to establish medical software systems.

Dr. Courtney is also well versed in the issues surrounding government and government administration. He has engaged both as a member of the government and a government contractor. Dr. Courtney served as the Town Clerk of Beverly Beach and the City Clerk for Palm Coast. Dr. Courtney's resume is included as Appendix E.

Joe Mayo, CPA.

Joe Mayo is a certified public accountant with offices in New York and a presence in Flagler County. He also has a long history of entrepreneurship and is aware of the requirements for successful businesses. Mr. Mayo has a long history in Flagler County and is aware of the various issues surrounding the courthouse. Not only is Mr. Mayo sought for this project for his professional expertise in finance, but for his abilities in grant procurement. Mr. Mayo has the needed experience and connections required for success in grant acquisitions.

Rhonda F. Courtney, LCAM

Mrs. Courtney has over 15 years in successful property management in Flagler County. Over 8 of those years have been in high rise and condominium management. She has the expertise to manage, oversee, and coordinate the many aspects required in this project. Her experience has provided her with unique insights into reliable and effective local contractors.

## **Tab F- Required Documents**

**SECTION 7 – REQUIRED FORMS**

**7.1 – PROPOSER’S CERTIFICATION**

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer / contractor as its act and deed and that the Proposer / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Flagler County Board of County Commissioners or of any other proposer interested in said RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:**

Please check one:  I take NO exceptions.  Exceptions:

Exceptions listed in Appendix F

ExecData, Inc. OBO Information Technology Development Center	21 Prince Kaarel Lane
NAME OF BUSINESS	MAILING ADDRESS
<u>Dr. Douglas Courtney</u>	Palm Coast, FL 32164
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Dr. Douglas Courtney, President	386-225-3377
NAME, TITLE, TYPED For ExecData, Inc.: 26-2443125 For ITDC: Application Pending	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	<u>dlcourtney@execdata.net</u>
	E-MAIL ADDRESS

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of JANUARY, 2016 by DOUGLAS COURTNEY, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 12/9/2016

Sharon C. Castellano  
Notary Public



**Instrument must be completed and returned with your Submittal**



**7.2 – ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # 1 Date: 1/29/2015 Addendum # \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

*Douglas Courtney*

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of JANUARY, 2015 by DOUGLAS COURTNEY who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 12/9/2016

*Sharon C. Castellano*  
Notary Public



***This document must be completed and returned with your Submittal***

**7.3 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FLAGLER COUNTY EMPLOYEES**

ExecData, Inc. OBO Information Technology

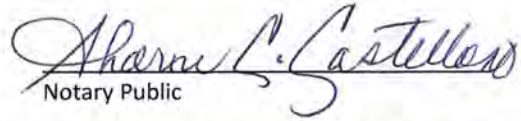
Development Center, Dr. Douglas Courtney, President \* being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Flagler County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

  
Affiant

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of JANUARY, 2016 by DOUGLAS COURTNEY, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

  
Notary Public

\*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.



***This document must be completed and returned with your Submittal***



**7.5 – PROPOSER INFORMATION**

In addition to General conditions, your PROPOSAL may be disqualified if the following Proposer information is not returned with your PROPOSAL. *(Please attach a current W9 Form)*

**Name of Individual or Business Name:**

ExecData, Inc. OBO Information Technology Development Center \_\_\_\_\_

ExecData, Inc: 26-2443125

**Taxpayer Identification Number (TIN):** Information Technology Development Center: Application Pending

**Proposer is:**

( ) Corporation

( ) Partnership

( ) Sole Proprietorship

( X ) Other ExecData, Inc. is a Corporation, OBO (Explain)

Information Technology Development Center to be determined.

**Permanent Residence/Corporate Office Address:**

Address 21 Prince Kaarel Lane \_\_\_\_\_

City Palm Coast \_\_\_\_\_ State Florida \_\_\_\_\_ Zip Code 32164 \_\_\_\_\_

Phone 386-225-3377 \_\_\_\_\_ Fax \_\_\_\_\_

E-mail dlcourtney@execdata.net \_\_\_\_\_

**Payment Address (if different from above):**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**Purchase Order Address (if different from above):**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**Current W-9 Attached?** Yes X

*This document must be completed and returned with your Submittal*



# Appendix

# Appendix A

## **Douglas Courtney**

---

**From:** McCarthy, Kevin <McCarthyKe@FlaglerSchools.com>  
**Sent:** Wednesday, January 28, 2015 11:17 AM  
**To:** Douglas Courtney  
**Subject:** Proposal

Doug,

It was a pleasure meeting with you to discuss the proposal regarding the old Flagler County Courthouse. We would like very much to be a part of this project. The core mission of Flagler Technical Institute is economic development, and we achieve that by enabling students to master the English language, complete high school, and gain valuable certification to enter the local workforce. We are looking to the future in planning new training programs to meet current and future labor needs in the areas of information technology, manufacturing, and construction trades. What we lack at this time is a facility to do this, and we feel this is a prime location where we could expand our school and at the same time positively impact the surrounding community. Please note that we are interested in this proposal and do not hesitate to contact me if I can help in any way.

Kevin P. McCarthy  
Director  
Flagler Technical Institute  
Adult and Community Education

# Appendix B

## ITDC Proforma Income and Expense Statement

	First Year	Second Year	Third Year
<b>Office Rentals</b>	155,000	275,000	301,000
<b>Training Room Rentals</b>	12,000	24,000	30,000
<b>IT Video Control Room</b>	24,000	48,000	60,000
<b>IT Conference Room</b>	12,000	24,000	30,000
<b>Courtroom Rentals</b>	25,000	40,000	50,000
<b>Grants</b>	100,000	250,000	350,000
<b>Gross Profit</b>	\$328,000.00	\$561,000.00	\$721,000.00
<b>Utilities:</b>			
<b>Water/Sewer</b>	6,000	6,600	7,200
<b>Electric</b>	50,000	75,000	100,000
<b>Custodial</b>	11,000	15,000	15,000
<b>Elevator Maintenance</b>	800	800	800
<b>Elevator Licensing</b>	200	200	200
<b>Window Cleaning</b>	500	600	700
<b>HVAC Maintenance</b>	23,000	23,000	23,000
<b>Termite/Pest Control</b>	2,000	2,000	2,000
<b>Fire Alarm Monitoring</b>	2,000	2,000	2,000
<b>Grounds Maintenance</b>	5,000	9,500	9,500
<b>Telephone</b>	1,500	1,500	1,500
<b>Office Supplies</b>	1,500	1,500	1,500
<b>Office Furniture</b>	4,000	1,500	1,500
<b>Advertising</b>	5,000	7,000	10,000
<b>Postage/Courier</b>	1,500	2,500	3,000
<b>Servers</b>	1,500	1,500	1,500
<b>Internet</b>	31,200	34,800	35,520
<b>Cell Service</b>	12,000	12,000	12,000
<b>Building Upgrades</b>	200,000	200,000	200,000
<b>Insurance/Property</b>	34,000	38,000	42,000
<b>Travel</b>	1,000	2,000	2,000
<b>Miscellaneous</b>	2,000	2,000	2,000
<b>Salaries</b>	40,000	90,000	110,000
<b>Benefits</b>	5,000	9,000	11,000
	\$440,700.00	\$538,000.00	\$592,422.00
<b>Net Profit/(Loss)</b>	<b>(112,700.00)</b>	<b>\$23,000.00</b>	<b>\$128,578.00</b>



## Appendix C



These prospective loan structures are respectfully submitted on October 9, 2014 regarding the Historic County Courthouse located in Bunnell, FL. These are for discussion purposes only, and should not be misconstrued as an offer to lend.

**Scenario #1:** County Retains ownership, improves the property, and leases the property to qualifying tenants.

1. Maximum Loan To Value of 75%
2. Term of 5 years with a 20 year amortization
3. Rate would be fixed for 5 years
4. Repayment schedule would be interest only during construction or improvement timeline (typically 12 months), and in the 13<sup>th</sup> month it would convert to principal and interest payments.
5. Collateral to be determined

**Scenario #2:** A Private Party purchases, improves the property, and leases the property to qualifying tenants.

1. Maximum Loan To Value of 75%
2. Term of 5 years with a 20 year amortization
3. Rate would be fixed for 5 years
4. Repayment schedule would be interest only during construction or improvement timeline (typically 12 months), and in the 13<sup>th</sup> month it would convert to principal and interest payments.
5. Collateral: FREM on subject property

**Scenario #3:** County retains ownership, leases the property, and the tenant improves the leased space.

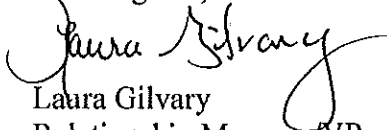
1. Loan would be between the tenant and the bank.
2. 5 year term
3. Fixed rate for 5 years
4. Repayment schedule would be interest only during construction or improvement timeline (typically 12 months), and in the 13<sup>th</sup> month it would convert to principal and interest payments.
5. Collateral to be determined

**Scenario #4:** Private party purchases, and occupies over 51% of the property.

1. Loan would be owner occupied
2. The borrower could use a conventional loan or an SBA product
3. Terms would be subject to the program chosen, but potential ltv could be between 80% (conventional) -90% (SBA)
4. Fixed rates for a minimum of 5 years
5. 5-20 year term subject to the program chosen
6. Repayment schedule would be interest only during construction or improvement timeline (typically 12 months), and in the 13<sup>th</sup> month it would convert to principal and interest payments.
7. Collateral: FREM on subject property

The above are just a few of the options that may be available for you to consider. Please let us know what further questions you may have regarding this outline of loan structures as discussed. Thank you for the opportunity to be of assistance.

Best Regards,

  
Laura Gilvary  
Relationship Manager/VP  
Intracoastal Bank

## Appendix D

From the Orlando Business Journal

:<http://www.bizjournals.com/orlando/print-edition/2014/02/28/how-church-street-exchange-may-bring.html>

# How Church Street Exchange may bring retail, 350 jobs

## Reporter page

SUBSCRIBER CONTENT: Feb 28, 2014, 6:00am EST Updated: Feb 27, 2014, 7:20am EST



### [Abraham Aboraya](#)

Reporter- Orlando Business Journal

[Email](#) | [Twitter](#) | [Google+](#)

Aboraya covers health care, higher education and technology. He likes that the Church Street Exchange news was announced in the Orlando Rising documentary about the local tech scene. Contact: [aaboraya@bizjournals.com](mailto:aaboraya@bizjournals.com); (407) 241-2895; @abeaborayaOBJ

The transformation of the Church Street Exchange into a tech cluster and co-working space isn't just good news for the industry: It's good news for everyone in downtown Orlando.

This week, Canvs, a nonprofit organization headed by Splyt Inc. CEO [Philip Holt](#), is expected to finalize a lease for 14,069 square feet of tech-focused co-working space in downtown.

That's on the heels of **PlanSource Inc.** signing a lease as the anchor tenant.

But those deals are just the tip of the iceberg: [Aaron Gray](#), vice president at Jones Lang LaSalle in Orlando, which is representing the owner of the site, said his firm is in negotiations for more space than the 87,000-square-foot building has. About 60,000-65,000 square feet of the building — more than 75 percent — will be tech, he said.

That translates to 300 to 350 high-tech, high-wage jobs in one building. And "we think that will go a long way in terms of activating retail" in the building, Gray said.

The Church Street Exchange was built in 1988 as an indoor mall — that's right, there used to be retail downtown — but it was designed to look like a turn-of-the-century building.

Gray said Jones Lang LaSalle has been working to attract new tenants, focusing on creative companies like digital media and marketing firms, architects and engineers.

"As the market has improved, we've really seen this tech scene emerge," Gray said. "We believed

in the idea, but we didn't know how it would be received. The response has been extremely positive."

Holt said Canvs will have enough space for 120 entrepreneurs — primarily Internet companies, software developers and startups. "This is about making it easier for anyone in Orlando to start up. We're trying to increase the likelihood of success and trying to inspire more people to become entrepreneurs."

Take [Darren Wendroff](#), founder of Orlando-based CareSpotter, an online marketplace that helps families find a caregiver, and so far has 300 caregivers using the beta version that launched in January. Despite CareSpotter growing to three employees and winning the top award at Healthbox — a health care technology accelerator in Jacksonville — Wendroff said he's working out of his home to save on costs for the business.

Wendroff said he definitely would consider co-working space at the Church Street Exchange.

"Orlando still is learning about being a tech community," Wendroff said. "Tech is about failing or iterating and pivoting. Here, people don't feel safe to fail. If you lived in New York or San Francisco, there's more opportunity; you fail at one company you can switch into another. The closer we can get to building that community of tech companies, the better everybody is going to be."

## The checkered history of the Church Street Exchange

The Church Street Exchange — one of the buildings that make up the Church Street Station entertainment complex — is new to tech, but it's an iconic piece of Orlando history.

In 1985, Church Street Station had 1.7 million visitors a year, making it the fourth largest attraction in the state. That led to the Church Street Exchange building being built in 1998, designed to look like a turn-of-the-century Victorian building with staircase and iconic fountain.

Previous owners include [Lou Pearlman](#), who created the Back Street Boys and N'Sync. He bought the building in 2003. Pearlman currently is serving a 25-year prison sentence for fraud.

[Cameron Kuhn](#), who built The Plaza building downtown, bought Church Street Exchange out of Pearlman's bankruptcy case, but lost it himself during the Great Recession.

That led the lender, Tremont Net Funding LLC, to hold onto the Church Street Exchange in 2009.

And now that investment might pay off. Or something just as weird will happen — because this is Florida.

## Stock ticker

### Jones Lang LaSalle Inc. (NYSE: JLL)

Description: A financial and professional services firm specializing in real estate with 200-plus offices worldwide, including Orlando, and operations in more than 1,000 locations in 70 countries. Jones Lang LaSalle was critical in remaking the Church Street Exchange into a tech hub.

## Appendix E

# Douglas Courtney, DM/IST



21 Prince Kaarel Lane • Palm Coast, FL 32164  
dlcourtney@execdata.net • (386) 445-2088 • (386) 225-3377

---

---

## Executive Management

**Business Development • Strategic Planning • Information Systems Analyst**

---

---

Unique Executive with extensive experience in development of products and businesses as well as proven track record of building and strengthening municipalities and towns. A hands on approach to product development that has led to six patent applications, numerous copyrights and various trademarks. Extensive knowledge in management and current technologies that has led to increased profits for businesses and costs reductions in Information Technology divisions. Ability to bridge the communication gap between traditional management and current IT development in order to facilitate tested management techniques to better utilize developing technologies and increase profits.

### Proven Abilities and Core Competencies

- Farsighted Leadership
- Communications
- IT Design and Usage
- Internet Designs/Usage
- Organizational Development
- Tactical Planning
- Government Interaction
- Negotiations
- Product Creation
- Product Marketing
- Contracting
- Budgeting

---

### Professional Experience

**EXECDATA, INC.** Palm Coast, FL 6/2008 – Present  
**Owner/President**  
*Created company to create, market, and distribute products outside the realm of partnership.*

Developed websites for small organizations and new enterprises, created new database systems for property management firms and diet control. Developed iMRS and integrated medical record system for health care professionals and integrated it with the iPHER.

#### **Key Achievements**

- Developed Just a Diet Journal a simple diet tracking Access database for consumers
- Developed customized Property Management Access database for Community Association Management
- Created online system for sale of products.
- Created iMRS, and integrated medical record system that utilizes the requirements of the Health Information Technology laws passed in 2009.

**PATIENT PRACTITIONERS, LLC,** Palm Coast, FL 8/2003 – Present  
**CEO and Information Technology Developer**  
*Provide executive leadership for startup company and develop innovative software technologies using current common database programs.*

....continued....

Create and develop new software product for the healthcare information industry that is capable of being marketed globally, used and understood by the technologically declined, and utilizes common software programs and abilities. Develop Business Plans, company organization, distributor organization, marketing strategies and obtain investor financing.

**Key Achievements**

- Winner of the 2006 Florida Governors Award for Product Innovation
- Winner of \$100,000 in Federal Grants for product development
- Obtained \$450,000.00 in investor financing
- Obtained 6 patent applications for innovative processes in IT design
- Created numerous copyrights
- Designed and created new innovative product for portable medical information storage that can be read in multiple languages
- Designed websites for product and helped develop server technology to interact with product
- Created Internet video to present product to potential customers and for placement on web.

**EXECUTIVE INFORMATION GROUP, Palm Coast, FL**

6/2002 – 8/2003

**President**

*Develop Internet directory service for local businesses. Create Internet directory for cell phone numbers of local residents and adapt the technology to be used on cell phone applications. Consult on local business Internet and database systems.*

Created, built and developed first local telephone directory for local businesses. Included residential cell phone service and placed in format usable and understood by general public. Formatted sales techniques and worked on Internet sales strategies.

**Key Achievements**

- Creation of the first Internet directory dedicated to local businesses
- Placed Internet directory on WAP formats to be accessed on cell phones

**TIGERNETORDER. INC., Palm Coast, FL**

11/2001 – 6/2002

**Database Engineer/Writer/Consultant**

*Helped develop Internet e-commerce site for distribution of old movies and TV episodes. Wrote screenplays, business plans and IPOs and consulted on Information Technology requirements and designs to control costs*

Directed the development of the database design to interact with web site and sales offices. Set up tracking of use of system. Served as consultant and writer for screenplays to be directed by owner/producer and worked to develop IPO for company.

**Key Achievements**

- Creation of online interactive website for interaction with product database
- Wrote IPO for company to initiate sales on New York Stock exchange

**CITY OF PALM COAST.** Palm Coast FL

12/1999 – 7/2000

***City Clerk***

*Store Records, create budgets, organize departments and direct personnel for newly established Florida city.*

Lead in the formation of the City of Palm Coast, Florida. Worked with the Interim City Manager to separate City duties from County duties, created first city budgets, first accounting system, first records keeping system, and City Ordinance system.

***Key Achievements***

- Created the plan for creation of city administration
  - Developed first city budgets
  - Received an 'unqualified' report from State examiners on bookkeeping for first year.
- 

**Education and Credentials**

**Doctorate in Management of Information System Technology •** University of Phoenix,  
Phoenix Arizona

**Master of Business Administration (MBA) •** Xavier University, Cincinnati, Ohio

**Bachelor Of Science, Business Administration (BS) •** University of Cincinnati,  
Cincinnati, Ohio

## **Appendix F**

Exceptions to requirements of RFP:

There are no and cannot be any reviewed or audited Financial Statements of ITDC. The organization was formed for the purpose of providing a solution to the Historic County Courthouse use issue. Therefore, the absence of organizational financial history prohibits the ability to provide such documents.



**ATTACHMENT 5**

**PROPOSED LEASE TERMS FOR AGREEMENT**

**(To Be Provided)**