

Revised
16 e), 17 a)
and 19 a)



Flagler County Commission Agenda

September 7, 2011 Regular Meeting • 9:00 a.m.

1. **Pledge to the Flag and Moment of Silence**
2. **Additions, Deletions and Modifications to the Agenda**
3. **Announcements by the Chairman**
4. **Recognitions, Proclamations and Presentations:**

Proclamations:

- a) **Remembrance Day of the Tenth Anniversary of September 11, 2001:** Request the Board Proclaim Sunday, September 11, 2011 as Remembrance Day in Flagler County.
 - b) **National POW/MIA Recognition Day:** Request the Board Proclaim Friday, September 16, 2011 as National Prisoners of War/Missing in Action (POW/MIA) Recognition day in Flagler County.
5. **Community Outreach:** A thirty-minute time has been allocated at the beginning of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Commission on items not on the agenda. Any speaker who does not speak within the time period allotted will be allowed to speak at the end of the meeting with the Chairman's consent.

CONSENT

September 7, 2011 Agenda

6. **Constitutional Officers:**

Clerk:

- a) **Bills and Related Reports:** Request the Board approve the report of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court including: the Disbursement Report for invoices processed for weeks ending August 5, August 12 and August 19, plus the Revenue Collected Report for the month of July, 2011 presented in compliance with the provisions of Section 136.06, Florida Statute.
- b) **Approval of Board Meeting Minutes:** Request the Board approve the minutes from the August 1, 2011 Regular Board Meeting and the July 25 and August 8, 2011 Budget Workshops.

7. **Financial Matters:**

- a) **Fiscal Year 2010-2011 Budget Transfers for the General Fund:** Request the Board approve budget transfer BTR11-123 amending the fiscal year 2010-2011 budget.
 - b) **Approval of Bid Award #FC-11-24 for a Term Contract for Termite and Pest Control Services to Massey Services Inc. of Palm Coast, Florida for a Period of Three (3) Years with One (1) Two (2) Year Option Renewal at an Initial Annual Cost of \$28,775.00:** Request the Board approve Bid Award #FC11-24 to Massey Services Inc. of Palm Coast Florida and authorize the Chairman to execute a term contract for a Period of Three (3) Years, at an initial annual cost of \$28,775.00, with One (1) Two (2) Year Option Renewal between Flagler County and Massey Services Inc. of Palm Coast, Florida for Termite and Pest Control Services, for Flagler County facilities.
8. **Proposed Changes to Section 17 of the Flagler County Personnel Policies and Procedure Manual - Appeals:** Request the Board approve the staffs recommended changes to Section 17 of the Flagler County Policies and Procedures.
9. **Contract with the State of Florida Department of Health for Operation of the Flagler County Health Department for Contract Year 2011-2012:** Request the Board approve the contract between the Flagler County Board of County Commissioners and the State of Florida Department of Health for operation of the Flagler County Health Department for the 2011-2012 contract year.
10. **Flagler County Property, Auto and Liability Insurance Coverage Renewal:** Request the Board approve the property, auto and liability policy renewal with our insurance provider Public Risk Insurance Agency (PRIA).

11. **FY 2011/12 Alzheimers Disease Initiative (ADI) Contract, 2011FCBCC-\$48,177.00 – Between Flagler County and ElderSource:** Request the Board approve the ADI contract in the amount of \$48,177.00 between Flagler County and ElderSource.
12. **FY 2011/12 Community Care for the Elderly (CCE) Contract, CO11FCBCC - \$118,813.00 – Between Flagler County and ElderSource:** Request the Board approve the CCE contract in the amount of \$118,813.00 between Flagler County and ElderSource.
13. **Acceptance of Grant from the Public Safety Interoperability Communications (PSCI) Grant Not to Exceed \$253,000.00:** Request the Board accept the grant for the interoperable communications in the amount not to exceed \$253,000.00.
14. **Approval of the Local Agency Program (LAP) Supplemental Agreement and the Authorizing Resolution Between Flagler County and the Florida Department of Transportation (FDOT) for the Construction of SR A1A National Scenic Byways Bings Landing Improvements, FDOT Financial Project No. 424372-3-58-01:** Request the Board approve the Local Agency Program (LAP) Supplemental Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation for the adjusted amount of \$217,235.00.
15. **A Resolution Requesting Project Bahia be Approved as a Qualified Target Industry (QTI) with Brownfield Bonus by Enterprise Florida and Requesting a Waiver of Local Financial Support as Provided for within the Qualified Target Industry Tax Refund Program:** Request the Board approve and authorize the execution of a resolution recognizing Project Bahia as a Qualified Target Industry (QTI) with Brownfield Bonus and requesting a waiver of local financial support.
16. **Tourist Development Council**
 - a) **Approval of FY 2011/2012 Tourist Development Fund 110 Proposed Marketing Budget and Advertising Campaign:** Request the Board ratify the recommendation of the Tourist Development Council to approve the fiscal year 2011-2012 Fund 110 Marketing Campaign as proposed by the Flagler County Chamber of Commerce.

- b) **Flagler County Tourist Development Council (TDC) Fund 110 Promotional Activities/Quality of Life Special Event Funding Allocation for Six (6) Organizations:** Request the Board approve the recommendation of the Flagler County Tourist Development Council for funding in the amount of \$12,000 for the Fund 110 Promotional Activities Quality of Life Special Events funding cycle.
 - c) **Flagler Beach Historical Museum - \$5,000 – Tourist Development Fund 109 Capital Improvements Non-Profit Operational Costs Grants:** Request the Board approve the recommendation from the Tourist Development Council to fund \$5,000 from Fund 109 Capital Improvements Non-Profit Operational Costs Grants for operating and promotional support of the Flagler Beach Historical Museum for the period of October 1, 2011 through September 30, 2012.
 - d) **The Flagler Auditorium Governing Board - \$10,000 – Tourist Development Fund 110 Promotional Activities/Overnight Stay Special Events:** Request the Board approve the recommendation from the Tourist Development Council to fund \$10,000 from Fund 110 Promotional Activities/Overnight Stay Special Events for advertising and promotion of the 2011/2012 Flagler Auditorium Season being held August 2011 through July 2012.
 - e) **Approval of the First Amendment to Agreement Between Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds:** Request the Board approve the First Amendment to the Agreement between the Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds.
17. **Approval of a Memorandum of Understanding Reaffirming Being a Member of the First Coast Consortium Assisting in the Creation and Implementation of the Regional Plan for Sustainable Development and Executing a Letter Supporting an Application for a Housing and Urban Development Sustainable Communities Regional Planning Grant:** Recommend the Board approve the Memorandum of Understanding reaffirming being a member of the First Coast Consortium assisting in the creation and implementation of the regional plan for sustainable development and execute the letter of support for the Housing and Urban Development Sustainable Communities Regional Planning Grant.

- 17.a) **Approval of the Resolution and Supplemental Joint Participation Agreement No. 1 with the Florida Department of Transportation (FDOT) to Assist With Funding for the Construction of T-Hangars at the Flagler County Airport in the Amount of \$458,242.00:** Request the Board approve and authorize the execution of Supplemental Joint Participation Agreement No. 1.

PUBLIC HEARINGS

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

18. *Time Certain – 9:30 AM*

2011 Redistricting for School Board and County Commissioner: Request the Board accept comments from the public regarding the three potential redistricting plans jointly selected by the School Board Members and the County Commissioners.

19. *Postponed to Date Certain Public Hearing September 19, 2011 at 5:30 p.m.*

Public Hearing - First Reading and Consideration of AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA AMENDING LAND DEVELOPMENT CODE PROVISIONS RELATED TO ADDING ANIMAL SANCTUARIES/PRIVATE ANIMAL SHELTERS AS A PERMITTED SPECIAL EXCEPTION IN THE AC (AGRICULTURE) DISTRICT BY AMENDING ARTICLE III ZONING DISTRICT REGULATIONS OF THE FLAGLER COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR FINDINGS; AMENDING SECTION 3.03.02. AC (AGRICULTURE) DISTRICT; AMENDING SECTION 3.08.02 SPECIFIC DEFINITIONS OF CERTAIN TERMS USED IN THIS ARTICLE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE: Request the Board approve on 1st reading an amendment to the Flagler County Land Development Code, Article III, Section 3.02.02 AC (Agriculture) District by adding provisions for Animal Sanctuaries/Private Animal Shelters as a permitted Special Exception in the AC District as presented and without the additional requirement of written approval or acknowledgement by adjacent property owners.

- 19.a) **Approval of a Resolution to Revise the Tentative Fiscal Year 2011-2012 Budget Detailed by Fund, Totaling \$239,777:** Pursuant to provisions of Section 129.03(3)(a), Florida Statutes, request the Board approve the attached resolution incorporating all changes made to date to the fiscal year 2011-12 budget totaling \$239,777. Following these revisions, the tentative fiscal year 2011-12 budget will total \$144,253,926.

GENERAL BUSINESS

*General Business Presentations Limited to 15 Minutes with Individual Speaker Comments
Limited to 3 Minutes Each Speaker per Adopted Commission Meeting Procedures*

20. **Northeast Florida Regional Council (NEFRC) Discussion of Flagler County 2012 Legislative Priorities:** Request the Board discuss/suggest legislative items for the 2012 Flagler County Legislative Priorities list for submission to the Northeast Florida Regional Council with finalization at the September 19th meeting after any feedback is received from cities, which have not already responded.

21. **COUNTY ADMINISTRATOR REPORT/COMMENTS**

22. **COUNTY ATTORNEY REPORT/COMMENTS**

23. **COMMISSION ACTION**

24. **COMMUNITY OUTREACH**

A thirty-minute time has been allocated at the end of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Commission on items not on the agenda.

25. **COMMISSION COMMENTS**

26. **ADJOURNMENT**

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.

PROCLAMATION

A PROCLAMATION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING SUNDAY, SEPTEMBER 11, 2011 AS REMEMBRANCE DAY OF THE TENTH ANNIVERSARY OF SEPTEMBER 11, 2001 DAY IN FLAGLER COUNTY

WHEREAS, the Flagler County Board of County Commissioners express their support of the United States Senate regarding coming together as a Nation and ceasing all work or other activities for a moment of remembrance beginning at 1:00 p.m. Eastern Daylight Time on Sunday, September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, we remember that on September 11, 2001, hijacked American Airlines Flight 11 and United Airlines Flight 175 crashed into the upper portions of the World Trade Center in New York City, New York. The Pentagon in Washington, D.C. was also hit by hijacked American Airlines Flight 77 and the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001 including many government employees, 343 New York City Fire Fighters, 37 Port Authority Police Officers and 23 New York City Police Officers while tens of thousands of individuals narrowly escaped the attacks and as witnesses to this tragedy, are forever changed; and

WHEREAS, Flagler County will be observing the tenth anniversary of September 11, 2001 by partnering with the Red and Blue Knights in hosting a ceremony at the Flagler County Kim C. Hammond Justice Center followed by a Memorial Bike Run on Sunday, September 11, 2011 at 10:30 AM; and

WHEREAS, the people of Flagler County, the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day on the 10th anniversary of this tragic day and the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families;

NOW, THEREFORE BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim Sunday, September 11, 2011 as Remembrance Day of the Tenth Anniversary of the heinous September 11, 2001 attacks on the United States and call on all citizens of Flagler County to reaffirm that the people of the United States will never forget the challenges our country endures on and since September 11, 2001 and will work tirelessly to defeat those who attacked our country.

Accepted the 7th day of September, 2011

Attest:

Flagler County Board of
County Commissioners

Gail Wadsworth, Clerk
Ex Officio Clerk to the Board

Alan Peterson
Chairman

PROCLAMATION

A PROCLAMATION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING SEPTEMBER 16, 2011 AS NATIONAL PRISONERS OF WAR AND MISSING IN ACTION (POW/MIA) RECOGNITION DAY IN FLAGLER COUNTY

WHEREAS, throughout our Nation's history, our men and women in uniform have stood proudly in defense of the United States and in the cause of liberty. In the two centuries since our Nation's birth, more than a million have paid the price of that liberty with their lives; and

WHEREAS, among the ranks of these heroes are the thousands who have been held as prisoners of war or whose fate has never been resolved. The grief of their loss made more acute for their families and their fellow Americans because of the inability to determine whether they perished or survived; and

WHEREAS, Americans will never forget those who have borne the indignities and sufferings of captivity in service to our country, those missing in action, or those who died as prisoners of war, far from home and family; and

WHEREAS, on National POW/MIA Recognition Day, September 16, 2011, we reaffirm our commitment to those still missing and renew our pledge to make every effort to obtain the answers to their fate. The flag of the National League of Families of American Prisoners of War and Missing in Action will be flown over the White House, the U.S. Capitol, Veterans Memorials, and national cemeteries across our country. This black and white banner, symbolizing America's missing, is a stark and powerful reminder to people around the world that our Nation will not rest until we receive the fullest possible accounting of every American missing in service to our country.

NOW, THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim September 16, 2011, as National POW/MIA Recognition Day in Flagler County. We ask all citizens of Flagler County to join us in honoring former American prisoners of war and those whose fate is still undetermined. We also encourage Flagler County citizens to pause and remember the courageous families who maintain their steadfast vigil and who persevere in their search for answers and for the peace that comes only with certainty.

Accepted the 7th day of September, 2011

Attest:

Flagler County Board of
County Commissioner

Gail Wadsworth
Ex Officio Clerk of the Board

Alan Peterson
Chairman

Linda L. Russell

From: Linda L. Russell
Sent: Friday, August 12, 2011 11:59 AM
To: Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman
Subject: FW: Disbursement Report 8-5-2011
Attachments: AUG 05 2011 .pdf

Dear Commissioners,
Attached you will find the Disbursement Report for the Week ending August 5th. Hard copies of the report have been placed in your mail boxes and this item will appear on the Agenda for the September 7th Meeting for your review. Have a great weekend,
Linda

From: Rhea Cosgrove
Sent: Thursday, August 11, 2011 11:10 AM
To: Linda L. Russell
Cc: Lisa Bates; Linda Sanita
Subject: Disbursement Report 8-5-2011

Good Afternoon Linda,

Please find attached the Disbursement Report of Invoices processed for the week ending August 5, 2011 being provided by the Clerk of the Circuit Court Finance Department for acceptance by the Board of County Commissioners.

Thank you

Rhea Cosgrove Clerks Secretary to the Board
Flagler County Clerk of Court
1769 E. Moody Blvd. Building 1
Bunnell, FL 32110
386 313-4403
rcosgrove@flaglerclerk.com

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

Date: 8/10/2011

Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/8/2011	130321	A T & T	M66-4012 0811	71.28	LOCAL PHONE SVC,7/20-8/19 ADMINISTRATION
8/8/2011		(CLUB)	M66-4012 0811	34.38	LOCAL PHONE SVC,7/20-8/19 BOARD OF CO COMMISSIONERS
8/8/2011			M66-4012 0811	7.12	LOCAL PHONE SVC,7/20-8/19 LAND MANAGEMENT
8/8/2011			M66-4012 0811	64.15	LOCAL PHONE SVC,7/20-8/19 BUILDING
8/8/2011			M66-4012 0811	28.51	LOCAL PHONE SVC,7/20-8/19 CENTRAL PERMITTING
8/8/2011			M66-4012 0811	28.51	LOCAL PHONE SVC,7/20-8/19 CODE ENFORCEMENT
8/8/2011			M66-4012 0811	42.76	LOCAL PHONE SVC,7/20-8/19 COUNTY ATTORNEY
8/8/2011			M66-4012 0811	114.04	LOCAL PHONE SVC,7/20-8/19 EMS-ADMINISTRATION
8/8/2011			M66-4012 0811	78.40	LOCAL PHONE SVC,7/20-8/19 EMS-E911
8/8/2011			M66-4012 0811	171.06	LOCAL PHONE SVC,7/20-8/19 EMS-EMPA
8/8/2011			M66-4012 0811	71.28	LOCAL PHONE SVC,7/20-8/19 EMS-FIRE RESCUE
8/8/2011			M66-4012 0811	64.15	LOCAL PHONE SVC,7/20-8/19 ENGINEERING
8/8/2011			M66-4012 0811	28.51	LOCAL PHONE SVC,7/20-8/19 FACILITIES
8/8/2011			M66-4012 0811	57.02	LOCAL PHONE SVC,7/20-8/19 FINANCIAL SERVICES
8/8/2011			M66-4012 0811	21.38	LOCAL PHONE SVC,7/20-8/19 FLEET
8/8/2011			M66-4012 0811	21.38	LOCAL PHONE SVC,7/20-8/19 GENERAL SERVICES
8/8/2011			M66-4012 0811	40.34	LOCAL PHONE SVC,7/20-8/19 GROWTH MANAGEMENT
8/8/2011			M66-4012 0811	35.64	LOCAL PHONE SVC,7/20-8/19 HUMAN RESOURCES
8/8/2011			M66-4012 0811	21.38	LOCAL PHONE SVC,7/20-8/19 CARE HERE MEDICAL CLINIC
8/8/2011			M66-4012 0811	78.40	LOCAL PHONE SVC,7/20-8/19 INFORMATION TECHNOLOGY
8/8/2011			M66-4012 0811	7.12	LOCAL PHONE SVC,7/20-8/19 PARKS AND RECREATION
8/8/2011			M66-4012 0811	35.64	LOCAL PHONE SVC,7/20-8/19 PLANNING DEPT
8/8/2011			M66-4012 0811	21.38	LOCAL PHONE SVC,7/20-8/19 POOLED
8/8/2011			M66-4012 0811	42.76	LOCAL PHONE SVC,7/20-8/19 PUBLIC WORKS
8/8/2011			M66-4012 0811	42.76	LOCAL PHONE SVC,7/20-8/19 PURCHASING
8/8/2011			M66-4012 0811	14.26	LOCAL PHONE SVC,7/20-8/19 TDC
8/8/2011			M66-4012 0811	14.26	LOCAL PHONE SVC,7/20-8/19 UTILITIES
8/8/2011			M66-4012 0811	28.51	LOCAL PHONE SVC,7/20-8/19 VETERANS SERVICES
8/8/2011			M66-4012 0811	7.12	LOCAL PHONE SVC,7/20-8/19 WASTE SERVICES
8/8/2011			M66-4012 0811	57.02	LOCAL PHONE SVC,7/20-8/19 SUPERVISOR OF ELECTIONS
8/8/2011			M66-4012 0811	85.53	LOCAL PHONE SVC,7/20-8/19 TAX COLLECTOR
8/8/2011			M66-4012 0811	99.79	LOCAL PHONE SVC,7/20-8/19 PROPERTY APPRAISER
8/8/2011			M66-4012 0811	636.92	LOCAL PHONE SVC,7/20-8/19 CLERK OF COURT
8/8/2011			M66-4012 0811	54.29	LOCAL PHONE SVC,7/20-8/19 FCSO-JUDICIAL CENTER

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

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

Date: 8/10/2011

Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/8/2011	130321...	A T & T	M66-4012 0811	15.51	LOCAL PHONE SVC, 7/20-8/19 PUBLIC DEFENDER
8/8/2011		(CLUB)...	M66-4012 0811	131.83	LOCAL PHONE SVC, 7/20-8/19 COURT ADMINISTRATION
8/8/2011			M66-4012 0811	38.78	LOCAL PHONE SVC, 7/20-8/19 COURT ADMIN/COURT REPORTR
8/8/2011			M66-4012 0811	15.51	LOCAL PHONE SVC, 7/20-8/19 COURT ADMIN/DRUG COURT
8/8/2011			M66-4012 0811	23.26	LOCAL PHONE SVC, 7/20-8/19 COURT ADMIN/LAW CLERK
8/8/2011			M66-4012 0811	7.75	LOCAL PHONE SVC, 7/20-8/19 COURT ADMIN/TEEN COURT
8/8/2011			M66-4012 0811	78.55	LOCAL PHONE SVC, 7/20-8/19 JUDICIAL
8/8/2011			M66-4012 0811	31.02	LOCAL PHONE SVC, 7/20-8/19 JUDICIAL-COUNTY COURT
8/8/2011			M66-4012 0811	227.08	LOCAL PHONE SVC, 7/20-8/19 STATE ATTORNEY
8/8/2011			M66-4012 0811	21.38	LOCAL PHONE SVC, 7/20-8/19 CITY OF BUNNELL
8/8/2011			M66-4012 0811	7.12	LOCAL PHONE SVC, 7/20-8/19 GUARDIAN AD LITEM
				2,824.84	
8/8/2011	130322	ADVANCE AUTO PARTS - BUNNELL	8483120373395	191.76	GEAR OIL, R134A ADVNC PART PO NUM 018464
8/8/2011			8483120373395	289.56	15W40,2 CYC AIRCOOL OIL PO NUM 018464
				481.32	
8/8/2011	130323	AMERICAN HEALTH ASSOCIATES	22202735	145.50	SS INDIGENT HEALTH
8/8/2011			22215102	9.50	SS INDIGENT HEALTH
8/8/2011			22216341	30.00	SS INDIGENT HEALTH
8/8/2011			22217570	9.50	SS INDIGENT HEALTH
8/8/2011			22219085	22.50	SS INDIGENT HEALTH
8/8/2011			22220153	3.50	SS INDIGENT HEALTH
8/8/2011			22222693	58.50	SS INDIGENT HEALTH
8/8/2011			22225018	12.50	SS INDIGENT HEALTH
				291.50	
8/8/2011	130324	AMERIPATH HOSPITAL SERVICE	11F20367617	36.32	SS INDIGENT HEALTH
				36.32	
8/8/2011	130325	ARDENT FAMILY HEALTH CARE	MACL709000-1	69.68	SS INDIGENT HEALTH
				69.68	

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

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

Date: 8/10/2011

Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/8/2011	130326	AT&T	437-0401 0811	72.32	LOCAL PHONE SVC @ AIRPORT 7/22/11-8/21/11
8/8/2011			M01-0924 0711	208.00	SECONDARY PSAP 7/16/11-8/15/11
8/8/2011			M01-5331 0711	6,434.68	ENHANCED E-911 7/16/11-8/15/11
8/8/2011			Q32-3622 0711	79.95	CMPTR INTRFC FCSCO CENTRAL CNTRL 800MHZ-JULY 2011
8/8/2011			Q32-6604 0711	49.95	INTERNET SVC @ PPP 7/01/11-7/31/11
				6,844.90	
8/8/2011	130327	ATLANTIC PODIATRY ASSOC D.P.M. P.A.	000000068585-1	41.74	SS INDIGENT HEALTH
				41.74	
8/8/2011	130328	ATLANTIC UROLOGICAL ASSOCIATIO	143428	107.27	SS INDIGENT HEALTH
				107.27	
8/8/2011	130329	BAKER & TAYLOR	5011529096	35.67	BOOK FOR THE LIBRARY
8/8/2011			5011529097	308.95	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011534464	106.68	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011534464	31.19	MISC BOOKS FOR THE BUNNELL LIBRARY
8/8/2011			5011534465	194.34	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011534538	134.23	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011539402	55.36	BOOKS FOR THE LIBRARY
8/8/2011			5011539402	14.45	BOOKS FOR THE BUNNELL LIBRARY
8/8/2011			5011540129	34.05	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011545263	104.52	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011545263	30.02	MISC BOOKS FOR THE BUNNELL LIBRARY
8/8/2011			5011545264	71.23	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011547459	108.67	MISC BOOKS FOR THE LIBRARY
8/8/2011			5011547459	31.16	MISC BOOKS FOR THE BUNNELL LIBRARY
8/8/2011			5011547460	33.82	BOOK FOR THE LIBRARY
				1,294.34	
8/8/2011	130330	BAKER & TAYLOR EBIS	V57757830	23.98	DVD FOR THE LIBRARY
8/8/2011			V57807200	14.24	DVD FOR THE LIBRARY

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

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

Date: 8/10/2011

Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				38.22	
8/8/2011	130331	BATTERIES BY FISHER, INC.	99013	360.00	MP31,34/78-72 BATTERIES PO NUM 018465
				360.00	
8/8/2011	130332	BERMAN HOPKINS WRIGHT & LAHAM LLC	1000011314	23,074.00	PROGRESS BILLING OF 9/30/10 AUDIT
				23,074.00	
8/8/2011	130333	BRIGHT HOUSE NETWORKS	0893915-01 0811	124.95	AG CENTER AUGUST 2011
				124.95	
8/8/2011	130334	BUNNELL AUTO SUPPLY COMPANY INC.	417248	17.14	MISC REFLECTORS PO NUM 018466
				17.14	
8/8/2011	130335	BURTNETT, KAREN	029399	77.04	MILEAGE REIMB:LIBRY-GSB, CRTHSE & RTRN,6/3-7/29/11
				77.04	
8/8/2011	130336	CARDIOVASCULAR CONSULTANTS	1300-12	100.00	SS INDIGENT HEALTH
				100.00	
8/8/2011	130337	CAREHERE, LLC	5882	18,533.13	PROF SVCS:MEDICAL SRVCS HLTH CLINIC,5/22-6/18/11
8/8/2011			5925	14,191.00	CAREHERE PROGRAM FEES JULY 2011
				32,724.13	
8/8/2011	130338	CDW GOVERNMENT INC.	XXJ9810	187.70	REPLCMNT MONITOR FOR CO. ATTORNEY
8/8/2011			XZC6510	105.00	APC REPLCMNT BATTERIES FOR(3)SPARE APC BACKUPS
				292.70	
8/8/2011	130339	CENTRAL FLORIDA MENTAL HEALTH ASSOC	029408	240.00	MENTL HEALTH THERAPY SVCS FOR TEEN COURT,5/10-5/31

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

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

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Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				240.00		
8/8/2011	130340	CIRCLE OF HEALTH FAMILY PRACTICE,LL	551990855	200.00		SS INDIGENT HEALTH [REDACTED]
8/8/2011			552290988	150.00		SS INDIGENT HEALTH [REDACTED]
				350.00		
8/8/2011	130341	CITY OF PALM COAST - UTILITY ASST	029407	190.00		UTIL ASTNCE:NEW SVC SETUP P.HINES,2301 BCH VLLG CIR
				190.00		
8/8/2011	130342	CITY OF PALM COAST - UTILITY DEPT	23229 0611	2,093.64		WTR/SWR CHRGS-AIRPORT 6/15/11-7/15/11
8/8/2011			25093 0611	707.34		WTR/SWR USAGE @ LIBRARY 6/13/11-7/13/11
				2,800.98		
8/8/2011	130343	CORA HEALTH SERVICES INC	SYS376469-10	33.94		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-11	67.88		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-12	50.91		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-13	67.88		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-14	33.94		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-15	50.91		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-16	67.88		SS INDIGENT HEALTH [REDACTED]
8/8/2011			SYS376469-7	6.78		SS INDIGENT HLTH-CORRECTD CLAIM FOR [REDACTED]
8/8/2011			SYS376469-8	6.78		SS INDIGENT HLTH-CORRECTD CLAIM FOR [REDACTED]
8/8/2011			SYS376469-9	6.78		SS INDIGENT HLTH-CORRECTD CLAIM-YURIY [REDACTED]
				393.68		
8/8/2011	130344	CRYSTAL SPRINGS	8465615 062911	149.18		DRINKING WATER-JUNE 2011 PARKS AND REC
8/8/2011			8465615 062911	97.16		DRINKING WATER-JUNE 2011 FIRE/RESCUE
				246.34		
8/8/2011	130345	DELAND POWER & TURF LLC	0030122-IN	123.60		SCAGG BLADES 18 X 5/8 PO NUM 018487

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

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
8/8/2011	130346	DELL MARKETING, L.P.	XFCJT7TD9	149.02	2GB RPLCMNT MEMORY MODULE FOR ENGINEERING DEPT
				123.60	
8/8/2011	130347	EAST CENTRAL FLORIDA OUTPATIENT LLC	248855CR0	141.14	SS INDIGENT HEALTH [REDACTED]
8/8/2011			249212C77	31.21	SS INDIGENT HEALTH [REDACTED]
8/8/2011			249212C78	27.89	SS INDIGENT HEALTH [REDACTED]
				200.24	
8/8/2011	130348	EASTERN AVIATION FUELS INC	1165392	37,172.92	AVGAS 100LL
				37,172.92	
8/8/2011	130349	FL ASSOC OF COUNTIES, INC	10125	150.00	CCC WORKSHOP:FL LEGIS.PRO- CESS,6/24/11-COMM MCLGHLN
				150.00	
8/8/2011	130350	FL DEPT OF MANAGEMENT SERVICES	20-1581	568.26	SUNCOM DEDICATED PHONE CHRGS,6/11-PUBLIC DEFENDR
				568.26	
8/8/2011	130351	FL MUNICIPAL INS TRUST-ORLANDO	029403	6,327.49	WC DEDUCTIBLES AS OF 6/30 FY 09/10, 10/11
				6,327.49	
8/8/2011	130352	FLAGLER C.D.S., INC.	142609	290.00	LAND CLEARING,7/11,7/12, 7/13/11
				290.00	
8/8/2011	130353	FLAGLER CO AIRPORT	9163	1,370.68	ES HELO HANGAR RENT AUGUST 2011
8/8/2011			9164	124.24	WTR/SWR USAGE-FIRE STA#92 6/10/11-7/11/11
8/8/2011			9164	57.61	WTR/SWR USAGE-HELICOPTER HANGAR,6/10/11-7/11/11
				1,552.53	

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/8/2011	130354	FLAGLER CO BCC GENERAL FUND	POSTAGE-JULY 1	12.48	POSTAGE - JULY 2011 AIRPORT
8/8/2011			POSTAGE-JULY 1	10.12	POSTAGE - JULY 2011 ADMINISTRATION
8/8/2011			POSTAGE-JULY 1	31.36	POSTAGE - JULY 2011 FIRE RESCUE
8/8/2011			POSTAGE-JULY 1	1.88	POSTAGE - JULY 2011 BOARD OF CO COMMISSIONERS
8/8/2011			POSTAGE-JULY 1	122.58	POSTAGE - JULY 2011 BUILDING
8/8/2011			POSTAGE-JULY 1	2.16	POSTAGE - JULY 2011 HUMAN RESOURCES
8/8/2011			POSTAGE-JULY 1	5.24	POSTAGE - JULY 2011 COUNTY ATTORNEY
8/8/2011			POSTAGE-JULY 1	17.69	POSTAGE - JULY 2011 ENGINEERING
8/8/2011			POSTAGE-JULY 1	11.16	POSTAGE - JULY 2011 GUARDIAN AD LITEM
8/8/2011			POSTAGE-JULY 1	70.41	POSTAGE - JULY 2011 HUMAN SERVICES
8/8/2011			POSTAGE-JULY 1	11.60	POSTAGE - JULY 2011 EMERGENCY MANAGEMENT
8/8/2011			POSTAGE-JULY 1	20.20	POSTAGE - JULY 2011 TRANSPORTATION
8/8/2011			POSTAGE-JULY 1	1.28	POSTAGE - JULY 2011 GROWTH MANAGEMENT
8/8/2011			POSTAGE-JULY 1	37.32	POSTAGE - JULY 2011 PLANNING
8/8/2011			POSTAGE-JULY 1	2.20	POSTAGE - JULY 2011 PARKS AND RECREATION
8/8/2011			POSTAGE-JULY 1	50.83	POSTAGE - JULY 2011 VETERANS SERVICES
8/8/2011			POSTAGE-JULY 1	34.60	POSTAGE - JULY 2011 GENERAL SERVICES
8/8/2011			POSTAGE-JULY 1	40.64	POSTAGE - JULY 2011 SENIOR SERVICES
8/8/2011			POSTAGE-JULY 1	221.76	POSTAGE - JULY 2011 UTILITIES
8/8/2011			POSTAGE-JULY 1	85.13	POSTAGE - JULY 2011 CODE ENFORCEMENT
8/8/2011			POSTAGE-JULY 1	39.76	POSTAGE - JULY 2011 TOURIST DEVELOPMNT COUNCL
8/8/2011			POSTAGE-JULY 1	3.08	POSTAGE - JULY 2011 PURCHASING
				833.48	
8/8/2011	130355	FLAGLER CO BUILDING DEPT	2011070029	117.20	PERMIT FEE:INSTLL INTER- IOR WALLS@OLD COURTHOUSE
8/8/2011			2011070053	97.64	PERMIT FEE:3X8 GOVERNMENTL SIGN FOR 105 BRIARWOOD DR
				214.84	
8/8/2011	130356	FLAGLER CO CLERK OF COURT	07-1151	3,268.29	07-1151,09-182TDC RELEASE EXCESS PRCD,S,J.CHIOPELAS
				3,268.29	
8/8/2011	130357	FLAGLER CO SHERIFF DEPT	029170-1	180.00	REIMB:INMATE PHONE CMMSSN FUNDS OCT-DEC 10,ADJSTMNT
8/8/2011			029405	4,652.02	REIMB:INMATE PHONE CMMSSN FUNDS,APR-JUN 2011
8/8/2011			029406	21,731.16	REIM:STREET LVL NARCOTICS SALARIES&BENFTS,4/01-6/30

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

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Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/8/2011	130358	FLAGLER POWER EQUIPMENT	18167	693.90		MISC EDGER, SCAG BLADES PO NUM 019140
				693.90		
8/8/2011	130359	FLORIDA COMBINED LIFE INSURANCE CO	JUL 31,2011	2,204.00		PPO/ASO DENTAL JULY 2011 ADMINISTRATIVE FEE
				2,204.00		
8/8/2011	130360	FLORIDA PHYSICIANS MEDICAL GROUP	429574-RSFL	8.98		SS INDIGENT HEALTH
				8.98		
8/8/2011	130362	FLORIDA POWER & LIGHT	0104314372 0611	26.66		WP SOCCER LIGHTS CENTRAL JUN 10 2011-JUL 13 2011
8/8/2011			0368849469 0611	355.37		WP SKATE PARK O/L JUN 10 2011-JUL 13 2011
8/8/2011			0393728589 0711	11.90		2ND ELEC GATE @PPP 06/23-07/22/11
8/8/2011			0572442036 0611	7.48		WP SOCCER LIGHTS SOUTH JUN 10 2011-JUL 13 2011
8/8/2011			0637506288 0711	37.65		STREET LIGHT @CR2005 06/23-07/22/11
8/8/2011			0747013431 0711	33.60		PC LIBRARY IRRIGATION JUN 16 2011-JUL 18 2011
8/8/2011			1151513197 0711	271.04		7830 CR304 TOWER JUN 23 2011-JUL 22 2011
8/8/2011			1366419370 0711	34.58		RSTRM/ BARN @ PPP 06/23-07/22/11
8/8/2011			2058051489 0711	171.16		N/W CAMPGROUND@BULL CREEK 06/23-07/22/11
8/8/2011			2184201701 0711	82.76		PELLICER COMMUNITY CENTER 06/23-07/22/11
8/8/2011			2196209718 0711	9.28		PELLICER COM CNTR ARENA 06/23-07/22/11
8/8/2011			2298508843 0611	108.07		WP TENNIS COURTS JUN 10 2011-JUL 13 2011
8/8/2011			2299506879 0611	168.93		WP RACQUETBALL COURT JUN 10 2011-JUL 13 2011
8/8/2011			2613118278 0611	24.69		WP SOCCER LIGHTS WEST JUN 10 2011-JUL 13 2011
8/8/2011			3185872193 0711	7.48		BULLCREEK CAMPGROUND SW 06/23-07/22/11
8/8/2011			3282032121 0711	168.82		LEGACY BLDG 2 @ PPP 06/23-07/22/11
8/8/2011			3422811491 0711	31.77		#1 PUMP @ PPP 06/23-07/22/11
8/8/2011			3483791483 0711	31.50		BATH HOUSE @BULLCREEK 06/23-07/22/11
8/8/2011			4466441492 0711	70.56		CARETAKERS HOUSE @PPP 06/23-07/22/11
8/8/2011			4549800391 0711	44.09		EQUEST @ PPP 06/23-07/22/11
8/8/2011			4734386420 0711	6.05		MAIN GATE @ PPP 06/23-07/22/11

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
8/8/2011	130362...	FLORIDA POWER & LIGHT...	5577880338 0711	9.07	OUTSIDE LIGHT @ PPP 06/23-07/22/11
8/8/2011			6206857051 0711	373.05	#3 LODGE @ PPP 06/23-07/22/11
8/8/2011			7361247260 0611	343.68	WP SCR LTS/CONCSSN/IRRGTN JUN 10 2011-JUL 13 2011
8/8/2011			7797932220 0711	44.61	HAW CREEK PAV/RESTROOMS 06/23-07/22/11
8/8/2011			7970180480 0711	47.23	MARINA @ BULLCREEK 06/23-07/22/11
8/8/2011			8054826360 0711	194.77	ISLAND HOUSE @ PPP 06/23-07/22/11
8/8/2011			8109005747 0711	76.49	HAW CREEK COMMUNITY CENTR 06/23-07/22/11
8/8/2011			8171340493 0711	7.07	OPEN FIELD AREA @ PPP 06/23-07/22/11
8/8/2011			8334106518 0711	18.14	OUTSID LIGHT 2 @ PPP 06/23-07/22/11
8/8/2011			8430936099 0711	22.81	OL @ PC LIBRARY JUN 16 2011-JUL 18 2011
8/8/2011			8446589445 0711	24.93	SE CAMP @ BULLCREEK 06/23-07/22/11
8/8/2011			8632322320 0711	3,999.22	LIBRARY JUN 16 2011-JUL 18 2011
8/8/2011			8802130321 0711	117.67	APT @ BULLCREEK 06/23-07/22/11
8/8/2011			9060043370 0611	15.20	WP HANDBALL COURT JUN 10 2011-JUL 13 2011
8/8/2011			9611817231 0711	152.69	CARETAKERS RESIDENCE@PPP 06/23-07/22/11
8/8/2011			9961807139 0711	232.51	H.C.KING PARK JUN 20 2011-JUL 19 2011
				7,382.58	
8/8/2011	130363	FLORIDA POWER & LIGHT-ASSIST	51187-32337	138.00	UTIL ASTNCE:PAUL HINES, 2301 BEACH VLLG CR#301,PC
8/8/2011			55689-35133	351.06	UTIL ASTNCE:J.DEITER, 13 PICCADILLY PLACE,PC 32164
				489.06	
8/8/2011	130364	GALEAZZI, WILLIAM	029398	700.00	AUG RNTL ASTNCE:S.DAVIS, 11B WELHAM LANE, PALM CST
				700.00	
8/8/2011	130365	HADEED, ALBERT	029411	231.36	TRVL REIMB:FACA SEMINAR, ORLANDO,6/21/11-6/24/11
				231.36	
8/8/2011	130366	IKON OFFICE SOLUTIONS, INC.	5019197025	159.12	FINANCL SVCS COPIER MNTNC COSTS PER COPY,6/1-6/30
				159.12	
8/8/2011	130367	JANPAK SUPPLY SOLUTIONS	S4843908.001	120.06	SANI CLOTH GERMICIAL SUR- FACE WIPES-PO NUM 018460
8/8/2011			S4843908.001	3,252.00	BATH TISSUE,ROLL TOWELS PO NUM 018460

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Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				3,372.06		
8/8/2011	130368	LENOVO, INC.	8557737	99.00		LENOVO THINKPAD LAPTOP 3-YR ONSITE RPR SRVCS
8/8/2011			8557737	1,019.40		LENOVO THINKPAD LAPTOP
8/8/2011			8561722	249.99		THINKPAD MINI DOCKING STA
				1,368.39		
8/8/2011	130369	LEWIS, LONGMAN, & WALKER, P.A.	83943	8,714.70		PROF SVCS:HAMMOCK DUNES APPEAL,PER.TO 6/1/11
8/8/2011			84115	6,786.01		PROF SVCS:HAMMOCK DUNES APPEAL PER.TO 7/1/11
				15,500.71		
8/8/2011	130370	LEXISNEXIS MATTHEW BENDER	19472862	50.74		FAMILY LAW CASE SUMMARIES 2011 SUPP W/CD
				50.74		
8/8/2011	130371	MANSFIELD OIL CO INC.	500776	28,757.32		87 UNL W/10%ETH PO NUM 018480
				28,757.32		
8/8/2011	130372	MAUDLIN INTERNATIONAL TRUCKS INC	V135148	73.74		MISC FILTERS,SEAL PO NUM 018468
				73.74		
8/8/2011	130373	MCGEE TIRE STORES, INC.	Y-095476	3,531.46		MISC SIZE TIRES PO NUM 018968
				3,531.46		
8/8/2011	130374	MEMORIAL HOSPITAL FLAGLER INC	006900338287	386.59		SS INDIGENT HEALTH [REDACTED]
8/8/2011			006900338305	276.94		SS INDIGENT HEALTH [REDACTED]
8/8/2011			006900339330	231.77		SS INDIGENT HEALTH [REDACTED]
8/8/2011			28X3136730XP	8.98		SS INDIGENT HEALTH [REDACTED]
8/8/2011			6459275-001	913.12		SS INDIGENT HEALTH [REDACTED]
8/8/2011			6461110-001	828.76		SS INDIGENT HEALTH [REDACTED]
8/8/2011			6462517-001	64.67		SS INDIGENT HEALTH [REDACTED]

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Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/8/2011	130375	MICIELI, RUTH	029402	15.88		MILEAGE, TOLL BRIDG REIMB: VISITS TO 52 LAGARE&ST.PK
				15.88		
8/8/2011	130376	NEXTEL COMMUNICATIONS	401330269-047	172.38	G	EMPG 7/09/11-08/08/11
				172.38		
8/8/2011	130377	ORTHOPAEDIC CLINIC OF DAYTONA	10450451	102.90		SS INDIGENT HEALTH
				102.90		
8/8/2011	130378	PALM HARBOR ORTHOPEDICS PA	49287.11	31.53		SS INDIGENT HEALTH
8/8/2011			49311.11	197.83		SS INDIGENT HEALTH
				229.36		
8/8/2011	130379	PARNELL M.D. P.A., JOHN R.	255062628	75.00		SS INDIGENT HEALTH
				75.00		
8/8/2011	130380	PRIDE ENTERPRISES-AVON PARK	E0554927	249.20		NEUTRACLEAN,KNCKOUT POWR, BATHROOM CLNR-PO#018461
				249.20		
8/8/2011	130381	PUTNAM COUNTY ADULT DRUG COURT OPER	2	125.55	G	SCRAM-X MONITORING FEES FOR DRUG COURT-MAY 2011
8/8/2011			3	121.50	G	SCRAM-X MONITORING FEES FOR DRUG COURT-JUNE 2011
				247.05		
8/8/2011	130382	QUINTAIROS PRIETO WOOD & BOYER P.A.	98611	220.00		PROF SVCS RE:VALUE ADJ. BOARD,6/06/11,6/30/11
				220.00		
8/8/2011	130383	RANEY'S TRUCK PARTS INC	374076	433.28		BRK CLNR,LED LAMP,THIN- LINE AMBER-PO#018470

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

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Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
433.28						
8/8/2011	130384	SHERIDAN HEALTHCORP, INC.	341183HO	101.50		SS INDIGENT HEALTH [REDACTED]
8/8/2011			3411870HO	101.50		SS INDIGENT HEALTH [REDACTED]
203.00						
8/8/2011	130385	SIEGER JR., LEROY W.	029409	472.39		TRVL RIEM:CFASPP MTG&FAC CONFRNC,HOLLYWD,7/16-7/20
472.39						
8/8/2011	130386	SPACE COAST FIRE & SAFETY, INC.	252653	54.00		ALARM MONITORING 7/11-9/11,AIRPORT MH OPS
8/8/2011			252654	54.00		ALARM MONITORING 7/11-9/11,ATCT
8/8/2011			252656	54.00		ALARM MONITORING @ AIRPRT CORPORATE HNGR,7/11-9/11
8/8/2011			92619	2,502.00		SPRNKLR SYS RPR@AIRPORT MH OPS,ATCT,CORP HANGAR
8/8/2011			92685	450.00		LBR CHG TO ADD CHROME PENDENT&RELOCATE ONE-GSB
3,114.00						
8/8/2011	130387	STEWART-MARCHMAN CENTER INC	029401	3,648.00	G	BASIC SRVC FEES-JUNE 2011 DRUG COURT
3,648.00						
8/8/2011	130388	TOM NEHL TRUCK CO	1212070126	157.22		AIR PKCG,AIR FLTR,HYDRLIC FLTR,AIR CLNR-PO#018471
157.22						
8/8/2011	130389	TOMOKA EYE ASSOCIATES PA	207115-1	770.09		SS INDIGENT HEALTH [REDACTED]
8/8/2011			207115-2	81.80		SS INDIGENT HEALTH [REDACTED]
851.89						
8/8/2011	130390	TOMOKA SURGERY CENTER	0007431	875.41		SS INDIGENT HEALTH [REDACTED]
875.41						
8/8/2011	130391	TOSHIBA BUSINESS SOLUTIONS FLORIDA	8349257	623.26		ADMIN COPIER MAINTENANCE COSTS PER COPY,5/15-6/14
8/8/2011			8435920	332.26		ADMIN COPIER MAINTENANCE COSTS PER COPY,6/15-7/14

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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for the week ending 8/5/2011

Date: 8/10/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				955.52	
8/8/2011	130392	TURBOMECA ENGINE CORPORATION	254588	18,393.22	SUPPORT BY THE HOUR JUNE 2011
				18,393.22	
8/8/2011	130393	U.S. POSTAL SERVICE - BUNNELL	1983 11	46.00	P.O.BOX FEE FOR GAL-#1983 FOR(12)MOS.FROM 7/31/11
				46.00	
8/8/2011	130394	VEHICLE MAINTENANCE PROGRAM, INC.	INV-179397	19.00	LUBERFINER FILTER PO NUM 018472
				19.00	
8/8/2011	130395	WEST GROUP PAYMENT CENTER	6073244507	116.00	FL CASES 3D V53-54
8/8/2011			6073434090	116.00	FL CASES 3D V55-56
8/8/2011			823053664	97.00	INFORMATION CHARGES JUNE 2011
8/8/2011			823087828	128.00	INFORMATION CHRGS JUNE 2011
				457.00	
8/8/2011	130397	FLAGLER CO BCC POOLED CASH PCARD	0247 JUL 11	117.90	HYGARD-5 GAL FOR VEH#968 AIRPORT
8/8/2011			1288 MAY 11	(13.90)	CR REF TXN000242154,TAX CHGD IN ERR.ON HOTL LDNG
8/8/2011			1958 JUL 11	7.00	UNIFORM RNTL/CLNG-6/30/11 INVENTORY
8/8/2011			1958 JUL 11	995.00	G SPIDERTRACKS S3 AIRCRAFT EMERGENCY LOCATION SYSTEM
8/8/2011			1958 JUL 11	7.00	UNIFORM RNTL/CLNG-6/16/11 INVENTORY
8/8/2011			1958 JUL 11	7.00	UNIFORM RNTL/CLNG-6/09/11 INVENTORY
8/8/2011			1958 JUN 11	7.00	UNIFORM RNTL/CLNG-6/23/11 INVENTORY
8/8/2011			1958 JUN 11	7.00	UNIFORM RNTL/CLNG-6/02/11 INVENTORY
8/8/2011			1958 JUN 11	7.00	UNIFORM RNTL/CLNG-5/26/11 INVENTORY
8/8/2011			1958 JUN 11	(95.69)	CR REF TXN00024769,SALES TX CHRGD ON 42-IN HDTV
8/8/2011			1958 MAY 11	715.83	42-IN VIZIO RAZOR LED/LCD HDTV FOR CARVER GYM
8/8/2011			1958 MAY 11	373.43	PLAYSTATION3 320GB W/MOVE BUNDLE-CARVER GYM
8/8/2011			1958 MAY 11	373.43	PLAYSTATION3 320GB W/MOVE BUNDLE-CARVER GYM
8/8/2011			1958 MAY 11	259.99	VIZIO 26-IN LCD TV FOR CARVER GYM

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

Date: 8/10/2011

Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/8/2011	130397...	FLAGLER CO BCC POOLED CASH PCARD...	1958 MAY 11	259.99	VIZIO 26-IN LCD TV FOR CARVER GYM
8/8/2011			1958 MAY 11	259.99	VIZIO 26-IN LCD TV FOR CARVER GYM
8/8/2011			3172 APR 11	174.07	LBL TAPE,FLDRS,FLSH DRIVE SHPPNG LBLs
8/8/2011			3172 JUN 11	10.50	(7)LF BW COPIES FOR GRWTH MANAGEMENT
8/8/2011			3172 MAY 11	(1.20)	CR REF TXN00024451,TAX CHRGD IN ERROR ON NOTARY
8/8/2011			3172 MAY 11	370.52	PRINTER & FAX TONER FOR GROWTH MANAGEMENT
8/8/2011			3172 MAY 11	121.72	NOTARY FOR M.PULASKI, CENTRAL PERMITTING
8/8/2011			4087 JUL 11	318.75	HTL LDGNG:FAC CONF,ORLND0 6/21-6/24/11,A.HADEED
8/8/2011			4087 JUL 11	191.25	HTL LDGNG DEPSIT:FAC CONF ORLND0,6/13/11,A.HADEED
8/8/2011			4456 JUN 11	91.40	DISPUTED TRANSACTION
8/8/2011			4456 JUN 11	(56.49)	CR REF TXN00024754,SALES TAX CHRGD IN ERR.ON HDTV\$
8/8/2011			4456 JUN 11	(91.40)	CR REF TXN00025376,DIS-PUTED TRANSACTION CREDIT
8/8/2011			4456 MAY 11	(91.40)	CREDIT FOR FRAUDULENT CHARGE ON 4/8/11
8/8/2011			4456 MAY 11	287.83	VIZIO 26-IN LED/LCD HDTV FOR CARVER GYM
8/8/2011			4456 MAY 11	287.83	VIZIO 26-IN LED/LCD HDTV FOR CARVER GYM
8/8/2011			4456 MAY 11	287.83	VIZIO 26-IN LED/LCD HDTV FOR CARVER GYM
8/8/2011			5576 JUL 11	11.78	SHPNG CHRGS FOR GAS READR PULSER FOR FUEL TRUCK
8/8/2011			5576 JUL 11	146.23	GAS READER PULSER FOR FUEL TRUCK
8/8/2011			5706 JUL 11	20.96	G TRAINING VEHICLE POWER OUTLET-VEH#974
8/8/2011			5706 JUL 11	87.28	G STRETCH WRAP
8/8/2011			5706 JUL 11	16.12	G SYPHON HOSE,FUEL FILTER, HOSE CLMPS,NUTS & BOLTS
8/8/2011			5706 JUL 11	224.80	G (10)20-GAL.TOTES-TOOL BXS
8/8/2011			5912 MAY 11	526.49	MISC SPARE PARTS FOR 800 MHZ RADIOS
8/8/2011			6262 MAY 11	30.54	TAB FOLDERS,SIGN-HERE FLAGS FOR CO ATTY OFFICE
8/8/2011			6306 MAY 11	91.40	DISPUTED FRAUDULENT CHRNG
				6,344.78	
8/9/2011	130398	FCBCC GROUP BENEFITS (P/R)	20110812	4,322.63	PAYROLL SUMMARY
8/9/2011			20110812	6,685.24	PAYROLL SUMMARY
				11,007.87	
8/9/2011	130399	FCBCC GROUP BENEFITS FLEX PLAN	20110812	827.55	PAYROLL SUMMARY

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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for the week ending 8/5/2011

Date: 8/10/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
				827.55	
8/9/2011	130400	FLAGLER CO PROF FIREFIGHTERS ASSO	20110812	828.00	PAYROLL SUMMARY
				828.00	
8/9/2011	130401	FLAGLER COUNTY COCC (P/R)	20110812	14.00	PAYROLL SUMMARY
				14.00	
8/9/2011	130402	ROLFE & LOBELLO, P.A.	20110812	255.91	PAYROLL SUMMARY
				255.91	
8/9/2011	130403	UNITED WAY OF VOLUSIA-FLAGLER	20110812	18.00	PAYROLL SUMMARY
				18.00	
8/8/2011	312974	FLAGLER CO BCC POOLED CASH FUNDS	CK REQ 08/03/11	10,474.50	RECLSS FY11 BULLCRK RSTRM EXPNS TO GRNT ACCT AJE314
				10,474.50	
8/8/2011	332436	A T & T (CLUB)	M66-4012 0811	14.26	LOCAL PHONE SVC.7/20-8/19 SHIP
				14.26	
8/8/2011	332437	FLAGLER CO BCC GENERAL FUND	POSTAGE-JULY 1	13.00	POSTAGE - JULY 2011 SHIP
				13.00	
8/8/2011	332438	NEWS-JOURNAL CORPORATION	100947261	73.20	AD:FC SHIP PGRM NOTICE TO QUALIFIED HOMEOWNERS
				73.20	
8/8/2011	9377301	AMERIFLEX	11WTO296	951.66	AMERIFLEX FLEX SPEND REQ 7/28-08/04/2011
				951.66	

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

Date: 8/10/2011

Invoices Processed for the week ending 8/5/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				279,429.62	
			Total		

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Linda L. Russell

From: Linda L. Russell
Sent: Thursday, August 25, 2011 8:34 AM
To: Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman
Subject: FW: Disbursement Report
Attachments: AUG 12 2011.pdf

Good Morning Again,
Please see the attached Disbursement Report for the week ending August 12th. Copies of the report have been placed in your mail boxes in anticipation of their appearance on the September 7th BOCC Agenda.
Have a great day,
Linda

From: Rhea Cosgrove
Sent: Wednesday, August 24, 2011 11:00 AM
To: Linda L. Russell
Cc: Linda Sanita; Lisa Bates
Subject: Disbursement Report

Good Afternoon Linda,

Please find attached the Disbursement Report of Invoices processed for the week ending August 12, 2011 being provided by the Clerk of the Circuit Court Finance Department for acceptance by the Board of County Commissioners.

Thank you

Rhea Cosgrove Clerks Secretary to the Board
Flagler County Clerk of Court
1769 E. Moody Blvd. Building 1
Bunnell, FL 32110
386 313-4403
rcosgrove@flaglerclerk.com

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/15/2011	121314	FLAGLER CO BCC POOLED CASH FUNDS	04/11-06/11FEES	178.24	4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
8/15/2011			04/11-06/11FEES	196.07	4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
				374.31	
8/15/2011	130405	ACORN ENGINEERING COMPANY	90476802	708.81	TOILET W/HRDWR FOR BLOCK WALL@INMATE FACILITY
				708.81	
8/15/2011	130406	ADVANCE AUTO PARTS - BUNNELL	8483120773538	46.95	OIL FILTERS,FAN BELT PO NUM 018464
				46.95	
8/15/2011	130407	ALONZO SIGN LANGUAGE	1607	150.00	LEGAL INTERPRETING SRVCS J.CUCCIOLI,2011-DR00610
				150.00	
8/15/2011	130408	ALTER M.D., DR. DENNIS T.	1-18825.0-3	106.08	SS INDIGENT HEALTH
				106.08	
8/15/2011	130409	AMERICAN HEALTH ASSOCIATES	22222664	85.00	SS INDIGENT HEALTH
8/15/2011			22227622	252.00	SS INDIGENT HEALTH
				337.00	
8/15/2011	130410	AMERICAN TOWER CORP	065	3,041.64	TOWER SITE FEE-SEPT 2011 718 J.ANDRSN PKWY,FLG BCH
8/15/2011			065-1	3,041.64	TOWER SITE FEE-SEPT 2011 MARINELAND
8/15/2011			066	22.65	TWR SITE FEE RATE ADJSTMT JUN,JUL,AUG-718 J.ANDRSON
8/15/2011			066-1	22.65	TWR SITE FEE RATE ADJSTMT JUN,JUL,AUG-MARINELAND
				6,128.58	
8/15/2011	130411	AMERIPATH HOSPITAL SERVICE	11F19844902	5.88	SO INDIGENT INMATE HEALTH
8/15/2011			11F19850285	15.00	SO INDIGENT INMATE HEALTH
8/15/2011			11F19953660	12.00	SO INDIGENT INMATE HEALTH
8/15/2011			11F19970810	12.00	SO INDIGENT INMATE HEALTH
8/15/2011			11F19987793	11.00	SO INDIGENT INMATE HEALTH
8/15/2011			11F19987793-1	5.50	SO INDIGENT INMATE HEALTH

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/15/2011	130411...	AMERIPATH HOSPITAL SERVICE...	11F19996339	9.80		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			11F19996341	6.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			11F20062884	12.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			11F20062884-1	5.88		SO INDIGENT INMATE HEALTH [REDACTED]
95.06						
8/15/2011	130412	ANDREW KING MOBILE WELDING INC.	4	233.40		RPRS TO FLEET TAILGATE #313
233.40						
8/15/2011	130413	ARTHRITIS AUTOIMMUNE & ALLERGY	725170	267.55		SS INDIGENT HEALTH [REDACTED]
267.55						
8/15/2011	130414	BAKER & TAYLOR	5011542973	20.13		BOOK FOR THE LIBRARY
8/15/2011			5011542974	104.48		MISC BOOKS FOR THE LIBRARY
8/15/2011			5011550571	20.74		BOOK FOR THE LIBRARY
8/15/2011			5011551347	110.92		MISC BOOKS FOR THE LIBRARY
8/15/2011			5011551422	24.81		BOOK FOR THE BUNNELL LIBRARY
281.08						
8/15/2011	130415	BAKER & TAYLOR EBIS	V57466290	32.97		MISC DVDS FOR THE LIBRARY
8/15/2011			V58510750	21.74		MISC DVDS FOR THE LIBRARY
8/15/2011			V58535030	49.46		MISC DVDS FOR THE LIBRARY
104.17						
8/15/2011	130416	BATTERIES BY FISHER, INC.	99089	287.00		6572.MP31,34/78-77 BATTTS. PO NUM 018465
287.00						
8/15/2011	130417	BLOW, CARL	029417	299.00	G	REIMB:FUEL EXPNS FOR AQUA SPORT OPERTN-ARTIFCL REEF
299.00						
8/15/2011	130418	BLUE CROSS BLUE SHIELD OF FLORIDA	AUG 2011	35,062.56		GROUP BILLING SUMMARY FOR ADMIN FEES - AUGUST 2011

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
35,062.56					
8/15/2011	130419	BRIGHT HOUSE NETWORKS	0867955-01 0811	1,074.27	INTERNET SVC @ EOC AUGUST 2011
8/15/2011			0885685-01 0811	820.00	DTLN PT-PT MTRO ETHRNT HGSPD LN JAIL-CRTHSE-AUG
1,894.27					
8/15/2011	130420	BRIGHT HOUSE NETWORKS - ORLANDO	0796213-02 0811	77.90	INTERNET SVC@BUNLL LIBRY AUGUST 2011
8/15/2011			0914617-01 0811	574.00	INTERNET SVC @ LIBRARY AUGUST 2011
651.90					
8/15/2011	130421	BUNNELL AUTO SUPPLY COMPANY INC.	417249	44.75	METAL CUTTING WHEELS PO NUM 018466
8/15/2011			417442	116.75	SPRK PLUGS,AIR FLTRS, FUEL CAP-PO#018466
161.50					
8/15/2011	130422	BUNNELL PHARMACY	2015398	5.85	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			4064356	10.64	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			4064528	13.33	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			4064580	13.33	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307250	18.76	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307621	6.00	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307622	6.00	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307623	6.00	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307897	49.99	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307898	5.49	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307902	14.67	SS INDIGENT HEALTH - RX [REDACTED]
8/15/2011			6307950	35.46	SS INDIGENT HEALTH - RX [REDACTED]
185.52					
8/15/2011	130423	CAPUA, TONY	029418	42.50	FUEL EXPENSE REIMB:FUEL MSTR CUSTMR TRG,7/11-7/14
8/15/2011			029418	123.00	TRVL REIMB:FUEL MASTER TRNG,TALL,7/11-7/14/11
165.50					

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Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/15/2011	130424	CARDIOLOGY PHYSICIANS - HALIFAX	68273-110700MF	352.43		SS INDIGENT HEALTH
8/15/2011			70253-110700MG	253.21		SS INDIGENT HEALTH
8/15/2011			70253-1108001M	469.58		SS INDIGENT HEALTH
8/15/2011			70253-1108001N	531.70		SS INDIGENT HEALTH
				1,606.92		
8/15/2011	130425	CHRISTOPHER SANTUAE	029412	12.95		LOST LIBRARY BOOK FEE REFUND
				12.95		
8/15/2011	130426	CIRCLE OF HEALTH FAMILY PRACTICE,LL	553046939	102.75		SS INDIGENT HEALTH
8/15/2011			553052283	100.00		SS INDIGENT HEALTH
				202.75		
8/15/2011	130427	CITY OF BUNNELL - WATER	01-0270-01 0711	467.26		EOC-BLDG #3 JULY 2011
8/15/2011			01-0320-01 0711	162.41		EOC VEH STORAGE-BLDG #8 JULY 2011
				629.67		
8/15/2011	130428	CITY OF PALM COAST -UTILITY DEPT	25703 0611	5,286.08		OCEAN CITY INTERCONNECT/B 6/13/11-7/13/11
				5,286.08		
8/15/2011	130429	COASTAL ELEVATOR SERVICE CORP	TCE30039001	950.00		ELEVATR INSPCTNS/SFTY TST (2)@OLD CRTHSE,(3)@GSB
				950.00		
8/15/2011	130430	COMMUNICATION INTERNATIONAL INC	INV1109732	2,523.47		REPRGRMMD 800MHZ SYSTM TO LINK W/D.O.F.-WILDFIRES
				2,523.47		
8/15/2011	130431	COMPBENEFITS	009788241	4,062.84		AUGUST 2011 VISION GROUP #VS5636
				4,062.84		

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Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
8/15/2011	130432	CORA HEALTH SERVICES INC	SYS376469-17	67.88	SS INDIGENT HEALTH [REDACTED]
8/15/2011			SYS385791	82.44	SS INDIGENT HEALTH [REDACTED]
8/15/2011			SYS385791-1	67.88	SS INDIGENT HEALTH [REDACTED]
8/15/2011			SYS385791-2	67.88	SS INDIGENT HEALTH [REDACTED]
8/15/2011			SYS385791-3	67.88	SS INDIGENT HEALTH [REDACTED]
				353.96	
8/15/2011	130433	COUNTY VET SERVICE OFFICER ASSOC.	029414	125.00	REGIS:TRNG CONF,10/2/11- 10/6/11,S.RUTIGLIANO
				125.00	
8/15/2011	130434	CROWN CASTLE USA INC	066	2,775.98	TOWER SITE FEE-SEPT 2011 CODYS CORNER
				2,775.98	
8/15/2011	130435	DANIEL A WARNER MD PA	2706-1107005B	236.25	SS INDIGENT HEALTH [REDACTED]
8/15/2011			2977-11070044	236.25	SS INDIGENT HEALTH [REDACTED]
8/15/2011			2982-1107005C	298.05	SS INDIGENT HEALTH [REDACTED]
				770.55	
8/15/2011	130436	DELAND POWER & TURF LLC	0030219-IN	107.04	BUSH HOG BOLT KITS PO NUM 019142
				107.04	
8/15/2011	130437	DEPT OF CHILDREN & FAMILIES	029416	194.39	EXCESS HPRP GRANT FUNDS RETURNED TO DCF
				194.39	
8/15/2011	130438	EAST CENTRAL FLORIDA OUTPATIENT LLC	116470CY9	194.48	SS INDIGENT HEALTH [REDACTED]
8/15/2011			250007CL8	749.04	SS INDIGENT HEALTH [REDACTED]
				943.52	
8/15/2011	130439	ENTERPRISE FLAGLER INC.	1712	30.00	7/26/10 LUNCHEON FOR S.SHERMAN,A.JOHNSON
8/15/2011			1712	30.00	7/26/10 LUNCHEON FOR CHR M PETERSON,COMMISSNR REVELS

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
8/15/2011	130440	FEDERAL EXPRESS CORP	7-567-72996	11.25	SHPPNG CHGS:E-911 TO CAS- SIDIAN,TEMECULA,CA,7/11
				60.00	
8/15/2011	130441	FIRST COAST PULMONARY ASSOC.	JORWI000 66584	211.49	SO INDIGENT INMATE HEALTH [REDACTED]
				211.49	
8/15/2011	130442	FL DEPT OF BUS & PROF REG	DBPR 4TH QUAR	1,116.16	BCAF FEES 4TH QTR ENDING 6/30/11 SURCHG COLLECTED
8/15/2011			DBPR 4TH QUAR	(111.62)	BCAF FEES 4TH QTR ENDING 6/30/11 SURCHG RETAINED
				1,004.54	
8/15/2011	130443	FL DEPT OF MANAGEMENT SER - SA	14-1091	72.56	SUNCOM L/D PHONE CHRGS JUNE 2011
8/15/2011			20-1148	575.56	LOCAL PHONE SRVC-JUN 2011 STATE ATTORNEY
				648.12	
8/15/2011	130444	FLAGLER CO AIRPORT	9188	5,950.53	JET A TURBO FUEL
				5,950.53	
8/15/2011	130445	FLAGLER CO BCC BOND-POOLED	04/11-06/11FEES	55.23	4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
				55.23	
8/15/2011	130446	FLAGLER CO BCC CPF POOLED FUNDS	04/11-06/11FEES	536.86	4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
				536.86	
8/15/2011	130447	FLAGLER CO BCC POOLED CASH FUNDS	029415	52.50	SALES TAX WIRED FOR RENT RESTAURANT@BULLCRK-7/2011
				52.50	
8/15/2011	130448	FLAGLER CO CLERK OF COURT	POSTAGE JUL 11	216.72	POSTAGE - JULY 2011 BOARD OF CO COMMISSIONERS
8/15/2011			POSTAGE JUL 11	18.67	POSTAGE - JULY 2011 TEEN COURT

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/15/2011	130449	FLAGLER CO CLERK OF COURT-RECORDING	029413	262.50		RECORDING OF DOCUMENTS JULY 2011
				262.50		
8/15/2011	130450	FLAGLER HUMANE SOCIETY INC	06012011-6	850.00		SPAY/NEUTER REBATE PRGRM (34)REBATES,6/2-6/16/11
8/15/2011			06012011-6	830.00		ANIMAL SHELTERING SVCS JUNE 2011
				1,680.00		
8/15/2011	130451	FLAGLER VOLUNTEER SERVICES, INC.	4659	5,000.00		QUARTERLY PAYMENT FOR VOLUNTEER SVCS,4/11-6/11
				5,000.00		
8/15/2011	130452	FLORIDA DEPT JUVENILE JUSTICE	201108-18	26,982.00		JUV.DETENTION COST SHARE PROJECT-AUGUST 2011
				26,982.00		
8/15/2011	130453	FLORIDA JANITOR & PAPER SUPPLY INC	237913	243.01		BROOMS,BLEACH,TIDE PO NUM 018458
8/15/2011			237913	430.80		2-PLY KITCHEN TOWELS PO NUM 018458
				673.81		
8/15/2011	130454	FLORIDA LEAGUE OF CITIES INC	10-0045	210.00		DDC4 DEFNSV DRVNG CLASSES FOR(42)ATTENDEES-7/19-20
				210.00		
8/15/2011	130455	FLORIDA ORAL & FACIAL SURGICAL ASSC	55765	156.75		SS INDIGENT DENTAL HEALTH
				156.75		
8/15/2011	130456	FLORIDA PARK FAMILY DENTISTRY, PA	SH0117	280.80		SS INDIGENT DENTAL HEALTH
8/15/2011			SH0117-1	121.50		SS INDIGENT DENTAL HEALTH
				402.30		

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/15/2011	130457	FLORIDA PHYSICIANS MEDICAL GROUP	114325-RSFL	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-1	88.87	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-10	8.81	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-11	46.87	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-12	15.27	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-2	10.96	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-3	34.65	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-4	9.40	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-5	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-6	46.87	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-7	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-8	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			114325-RSFL-9	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			152093-RSFL	20.16	SO INDIGENT INMATE HEALTH
8/15/2011			166494-RSFL-4	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			337542-RSFL	28.97	SO INDIGENT INMATE HEALTH
8/15/2011			464267-RSFL	4.70	SO INDIGENT INMATE HEALTH
8/15/2011			525334-RSFL	88.08	SO INDIGENT INMATE HEALTH
8/15/2011			525334-RSFL-1	23.88	SO INDIGENT INMATE HEALTH
8/15/2011			764224-RSFL	18.01	SO INDIGENT INMATE HEALTH
8/15/2011			764691-RSFL	79.27	SO INDIGENT INMATE HEALTH
8/15/2011			783127-RSFL	5.09	SO INDIGENT INMATE HEALTH
8/15/2011			783127-RSFL-1	28.97	SO INDIGENT INMATE HEALTH
8/15/2011			802260-RSFL	10.96	SO INDIGENT INMATE HEALTH
8/15/2011			802732-RSFL	60.48	SO INDIGENT INMATE HEALTH
8/15/2011			802764-RSFL	56.37	SO INDIGENT INMATE HEALTH
8/15/2011			802764-RSFL-1	23.88	SO INDIGENT INMATE HEALTH
				741.06	
8/15/2011	130458	FLORIDA POWER & LIGHT	0709014427 0711	159.34	1700 OKR-OFFICE @ LANDFILL JUL 01 2011-AUG 01 2011
8/15/2011			2636371375 0711	7.48	C & D WELLHOUSE JUL 01 2011-AUG 01 2011
8/15/2011			3251500892 0711	7.87	OKR SCALEHOUSE JUL 01 2011-AUG 01 2011
8/15/2011			3255509899 0711	30.47	OKR WELLHOUSE JUL 01 2011-AUG 01 2011

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/15/2011	130458...	FLORIDA POWER & LIGHT...	3674268275 0711	163.72	O/L@SR11&OLD HAW CREEK RD JUL 01 2011-AUG 01 2011
8/15/2011			4015871033 0711	206.56	AIRPORT HANGER JUL 06 2011-AUG 03 2011
8/15/2011			5118146215 0711	125.88	1769 E. MOODY BLVD TOWER JUL 07 2011-AUG 04 2011
8/15/2011			7684795128 0711	739.98	1001 JUSTICE LN TOWER JUN 30 2011-JUL 29 2011
8/15/2011			8875876271 0711	34.46	1769 E. MOODY-VEHICLE STORG JUL 07 2011-AUG 04 2011
8/15/2011			8875876271 0711	51.69	1769 E. MOODY-VEHICLE STORG JUL 07 2011-AUG 04 2011
8/15/2011			9149848013 0711	2,610.65	EOC JUL 07 2011-AUG 04 2011
8/15/2011			9149848013 0711	3,915.98	EOC JUL 07 2011-AUG 04 2011
8/15/2011			9711597360 0711	340.70	2455 OKR TOWER JUN 24 2011-JUL 25 2011
				8,394.78	
8/15/2011	130459	FLORIDA WOMAN CARE LLC	650808V2183	103.28	SS INDIGENT HEALTH
				103.28	
8/15/2011	130460	GIDDENS SECURITY CORP	23442959	12,311.87	SECURITY SRVCS@JUD.CENTER JUNE 2011
				12,311.87	
8/15/2011	130461	HALIFAX MEDICAL CENTER	VCC23479	1,469.64	SS INDIGENT HEALTH
				1,469.64	
8/15/2011	130462	HOYLE TANNER & ASSOC INC	0048756	6,000.00	PROF SVCS:DESIGN SURVEY@ ARPRT T-HNGRS,5/29-7/2/11
8/15/2011			0048759	20,327.75	PROF SVCS:DSGN SRVY@ARPRT SOUTH ENTRANCE,5/29-7/02
8/15/2011			0048769	18,850.40	PROF SVCS:ENVIRO.ASSMNT AP RUNWAY 06-24,5/24-7/02
				45,178.15	
8/15/2011	130463	INFECTIOUS DISEASES ASSOC OF NF PA	33185	91.02	SO INDIGENT INMATE
8/15/2011			33190	70.57	SO INDIGENT INMATE HEALTH
				161.59	
8/15/2011	130464	LACAL EQUIPMENT INC	01040420-IN	272.94	MISC ROTARY BLADES PO NUM 019143
				272.94	

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Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/15/2011	130465	MANSFIELD OIL CO INC.	528427	29,134.23	87 UNL W/10% ETH PO NUM 018480
				29,134.23	
8/15/2011	130466	MAUDLIN INTERNATIONAL TRUCKS INC	V134751	372.51	MISC FILTRS,WNDSHLD FLUID PO NUM 018468
8/15/2011			V134751	99.90	TOWELS PO NUM 018468
				472.41	
8/15/2011	130467	MAYER ELECTRIC FINANCIAL CORP	14453247	437.40	GEL BULBS PO NUM 018452
				437.40	
8/15/2011	130468	MEDIQUICK URGENT CARE CENTERS INC	101203	38.00	EMPLYMNT DRUG SCREEN FOR ANDREW S. JOHNSON
8/15/2011			101605	45.00	EMPLYMNT DRUG SCREEN FOR TANNER C. ST JAMES
8/15/2011			101642	38.00	EMPLYMNT DRUG SCREEN FOR CANDI R. HOWELL
				121.00	
8/15/2011	130470	MEMORIAL HOSPITAL FLAGLER INC	006900304592	77.25	SO INDIGENT INMATE HEALTH
8/15/2011			006900311178	77.25	SO INDIGENT INMATE HEALTH
8/15/2011			006900316875	198.99	SO INDIGENT INMATE HEALTH
8/15/2011			006900316876	140.50	SO INDIGENT INMATE HEALTH
8/15/2011			006900325557	198.99	SO INDIGENT INMATE HEALTH
8/15/2011			006900327103	293.03	SO INDIGENT INMATE HEALTH
8/15/2011			006900340849	71.63	SS INDIGENT HEALTH
8/15/2011			006900340970	123.10	SS INDIGENT HEALTH
8/15/2011			006900341054	104.77	SS INDIGENT HEALTH
8/15/2011			006900341963	103.28	SS INDIGENT HEALTH
8/15/2011			006900342158	104.77	SS INDIGENT HEALTH
8/15/2011			006900342751	459.13	SS INDIGENT HEALTH
8/15/2011			006900344379	104.77	SS INDIGENT HEALTH
8/15/2011			28X1848895XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X1848895XP-1	8.98	SO INDIGENT INMATE HEALTH

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Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/15/2011	130470...	MEMORIAL HOSPITAL FLAGLER INC...	28X1848895XP-2	17.96	SO INDIGENT INMATE HEALTH
8/15/2011			28X1848895XP-3	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X1848895XP-4	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X1848895XP-5	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X1848895XP-6	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X1867127XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X1905637XP-1	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X2207534XP-6	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X2207534XP-7	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X2207534XP-8	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X2574712XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X2942285XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X2964943XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X3046186XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X3069049XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			28X3107698XP	8.98	SO INDIGENT INMATE HEALTH
8/15/2011			6431385-001	59.27	SO INDIGENT INMATE HEALTH
8/15/2011			6448482-001	10,485.72	SO INDIGENT INMATE HEALTH
8/15/2011			6452552-001	402.35	SO INDIGENT INMATE HEALTH
8/15/2011			6452931-001	43.12	SO INDIGENT INMATE HEALTH
8/15/2011			6453170-001	303.65	SO INDIGENT INMATE HEALTH
8/15/2011			6453674-001	746.41	SO INDIGENT INMATE HEALTH
8/15/2011			6454039-001	554.36	SO INDIGENT INMATE HEALTH
8/15/2011			6455099-001	732.11	SO INDIGENT INMATE HEALTH
8/15/2011			6455737-001	719.08	SO INDIGENT INMATE HEALTH
8/15/2011			6456109-001	1,620.95	SO INDIGENT INMATE HEALTH
8/15/2011			6456214-001	463.44	SO INDIGENT INMATE HEALTH
8/15/2011			6456264-001	773.91	SO INDIGENT INMATE HEALTH
8/15/2011			6459718-001	2,086.58	SS INDIGENT HEALTH
8/15/2011			6459718-001-1	94.46	SS INDIGENT HEALTH
8/15/2011			6461269-001	1,416.96	SS INDIGENT HEALTH
				22,730.45	

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/15/2011	130471	MICKEY WINTER	000000425	131.79	FINAL BILL DEPOSIT REFUND ACCT#425-435
				131.79	
8/15/2011	130472	MSC INDUSTRIAL SUPPLY CO	27126141	27.63	AIR SAND BLASTERS KIT FOR FACILITIES
				27.63	
8/15/2011	130473	NEUROLOGY ASSOCIATES	115747-5	41.74	SS INDIGENT HEALTH
				41.74	
8/15/2011	130474	NEWS-JOURNAL CORPORATION	100946720	61.00	AD:PUBLIC HEARING ON ORD- INANCE ON ANIML SANCTUARY
				61.00	
8/15/2011	130475	NEXTEL COMMUNICATION-SA	232845411-113	147.78	STATE ATTORNEY 07/10/11-08/09/11
				147.78	
8/15/2011	130476	NEXTEL COMMUNICATIONS	162098724-080	104.80	AIRPORT 7/09/11-8/08/11
8/15/2011			162098724-080	104.80	BUILDING DEPT 7/09/11-8/08/11
8/15/2011			162098724-080	38.82	CODE ENFORCEMENT 7/09/11-8/08/11
8/15/2011			162098724-080	26.20	COMM SRVCS ADMIN 7/09/11-8/08/11
8/15/2011			162098724-080	26.20	COMM SVCS MGR T3 7/09/11-8/08/11
8/15/2011			162098724-080	26.20	COMM SVCS MGR 1 7/09/11-8/08/11
8/15/2011			162098724-080	26.20	COMM SVCS MGR 2 7/09/11-8/08/11
8/15/2011			162098724-080	50.99	COUNTY ATTORNEY 7/09/11-8/08/11
8/15/2011			162098724-080	50.99	BOARD OF CO COMMISSIONERS 7/09/11-8/08/11
8/15/2011			162098724-080	46.57	DRUG COURT 7/09/11-8/08/11
8/15/2011			162098724-080	19.41	EMS ADMINISTRATION 7/09/11-8/08/11
8/15/2011			162098724-080	38.82	EMPG 7/09/11-8/08/11
8/15/2011			162098724-080	70.40	E-911 7/09/11-8/08/11
8/15/2011			162098724-080	38.82	EMERGENCY FLIGHT OPS 7/09/11-8/08/11
8/15/2011			162098724-080	190.19	FIRE RESCUE 7/09/11-8/08/11
8/15/2011			162098724-080	306.47	GENERAL SERVICES 7/09/11-8/08/11
8/15/2011			162098724-080	151.37	FLEET 7/09/11-8/08/11
8/15/2011			162098724-080	50.99	G.A.L. 7/09/11-8/08/11

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8/15/2011	130476...	NEXTEL COMMUNICATIONS...	162098724-080	163.54	GENERAL SERVICES 7/09/11-8/08/11
8/15/2011			162098724-080	19.41	GROWTH MANAGEMENT 7/09/11-8/08/11
8/15/2011			162098724-080	192.24	INFORMATION TECHNOLOGY 7/09/11-8/08/11
8/15/2011			162098724-080	19.41	PURCHASING 7/09/11-8/08/11
8/15/2011			162098724-080	38.82	SOLID WASTE 7/09/11-8/08/11
8/15/2011			162098724-080	58.23	TRANSPORTATION 7/09/11-8/08/11
8/15/2011			162098724-080	38.82	UTILITIES 7/09/11-8/08/11
8/15/2011			162098724-080	19.41	VETERANS SERVICES 7/09/11-8/08/11
8/15/2011			162098724-080	89.81	ENGINEERING 7/09/11-8/08/11
8/15/2011			162098724-080	65.98	PW ADMINISTRATION 7/09/11-8/08/11
8/15/2011			162098724-080	104.80	PAVED & UNPAVED 7/08/11-8/08/11
				2,178.71	
8/15/2011	130477	OCEANS DENTAL GROUP INC	7250	52.00	SO INDIGENT INMATE DENTAL HEALTH-
8/15/2011			7352	52.00	SO INDIGENT INMATE DENTAL HEALTH-
				104.00	
8/15/2011	130478	PALM COAST DENTAL LLC	183569970	579.60	SS INDIGENT DENTAL HEALTH-
8/15/2011			266690980	579.60	SS INDIGENT DENTAL HEALTH-
				1,159.20	
8/15/2011	130479	PALM HARBOR ORTHOPEDICS PA	48159.11	748.57	SO INDIGENT INMATE HEALTH-
8/15/2011			48752.11	203.37	SO INDIGENT INMATE HEALTH-
8/15/2011			49327.11	103.28	SS INDIGENT HEALTH-
8/15/2011			49394.11	170.37	SS INDIGENT HEALTH-
				1,225.59	
8/15/2011	130480	PLAYSTREAM INC	234767	96.74	TIER 1 DATA TRNSFR-JUL 11 LIVE MOUNT POINT-AUG 2011
				96.74	
8/15/2011	130481	PRIDE ENTERPRISES	E0549716	63.60	MISC CLEAR COAT ALUMINUM SIGNS
8/15/2011			E0549716	592.96	MISC CLEAR COAT ALUMINUM SIGNS FOR PARKS
8/15/2011			E0549716	41.85	SHIPPING/HANDLING CHRGS FOR CLEAR COAT ALUM SIGNS

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				698.41		
8/15/2011	130482	QT TECHNOLOGIES, LLC	40871	995.00		GOLD SRVC AGREEMENT FOR FUEL SYSTM@AIRPORT
				995.00		
8/15/2011	130483	RENDA BROADCASTING CORP	067	2,778.24		TOWER SITE FEE-SEPT 2011 ESPANOLA
				2,778.24		
8/15/2011	130484	RUSSELL ORTHOPEDIC CENTER PA	11279	944.29		SO INDIGENT INMATE HEALTH
				944.29		
8/15/2011	130485	S.E. CLINE CONSTRUCTION INC.	1776	2,525.00		TRAILER DEMO & REMOVAL @ 13 DEBRA DRIVE, PALM COAST
				2,525.00		
8/15/2011	130486	SCHINDLER ELEVATOR CORPORATION	8102961517	1,185.08		ELEVATOR MAINTENANCE JUDICIAL CENTER-JULY 2011
				1,185.08		
8/15/2011	130487	SCORE	029400	2,500.00		FY 11 ANNUAL SUPPORT FOR SCORE CHAPTER 87
				2,500.00		
8/15/2011	130488	SECURITY DESIGN INC	0005266-IN	1,971.72		(2)ELO TOUCHSCREENS
8/15/2011			0005266-IN	159.99		OVERNGHT SHPPNG CHRNG FOR (2)ELO TOUCHSCREENS
				2,131.71		
8/15/2011	130489	SHERIDAN HEALTHCORP, INC.	3379467HO	43.49		SO INDIGENT INMATE HEALTH
8/15/2011			338861HO	72.49		SO INDIGENT INMATE HEALTH
				115.98		
8/15/2011	130490	SHERYL TAKACS	000013883	64.95		FINAL BILL DEPOSIT REFUND ACCT#13883-217
				64.95		

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Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/15/2011	130491	TOMOKA EYE ASSOCIATES PA	206870	48.05		SO INDIGENT INMATE HEALTH [REDACTED]
				48.05		
8/15/2011	130492	TOMOKA MEDICAL LAB INC	51656	3.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51657	26.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51658	50.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51661	56.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51662	56.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51663	11.50		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51672	27.50		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51673	56.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51674	11.50		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51675	31.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51676	57.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51677	56.00		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			51678	56.00		SO INDIGENT INMATE HEALTH [REDACTED]
				497.50		
8/15/2011	130493	TOMOKA SURGERY CENTER	0007197-1	875.41		SS INDIGENT HEALTH [REDACTED]
				875.41		
8/15/2011	130494	TOSHIBA BUSINESS SOLUTIONS FLORIDA	8454877	174.17		ADMIN COPIER MAINTENANCE COSTS PER COPY, 5/1-7/30
				174.17		
8/15/2011	130495	VER E SAFE SOLUTIONS LLC	671	85.50		MSC SIZES ORNG SFTY VESTS PO NUM 018474
8/15/2011			671	117.00		HI VLTG AC ANTIFOG SG&GRY LENS W/LANYARD-PO#018474
8/15/2011			671	119.40		MECHANICS SAFETY GLOVES PO NUM 018474
				321.90		
8/15/2011	130496	VERIZON WIRELESS	6599185244	560.14		AIR CARDS FOR FIRE/RESCUE 6/02/11-7/01/11
8/15/2011			6599185244	80.02	G	AIR CARDS FOR EMPG 6/02/11-7/01/11
8/15/2011			6599185244	80.02		AIR CARDS FOR BLDG DEPT 6/02/11-7/01/11

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
720.18						
8/15/2011	130497	VOLUSIA ANESTHESIOLOGY ASSOC	00559801-1-1	86.99		SS INDIGENT HEALTH [REDACTED]
8/15/2011			00559801-1-2	101.49		SS INDIGENT HEALTH [REDACTED]
188.48						
8/15/2011	130498	VOLUSIA COUNTY SOLID WASTE SVC	LDF00514 0511	332.50		LANDFILL TIPPING FEES MAY 2011
8/15/2011			LDF00514 0511	291.25		LANDFILL TIPPING FEES WASTE TIRES-MAY 2011
623.75						
8/15/2011	130499	WASTE PRO OF FLORIDA INC	WASTE JULY 201	105,860.16		RESIDENTIAL GARBAGE SRVC JULY 2011
8/15/2011			WASTE JULY 201	11,762.24		RESIDENTIAL GARBAGE SRVC JULY 2011
8/15/2011			WASTE JULY 201	(11,762.24)		FRANCHISE FEE ADJUSTMENT JULY 2011
105,860.16						
8/15/2011	130500	WATERCANAL ER SVCS PARTNERSHIP	62378666PCI	119.76		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			63188718PCI	119.76		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			63197511PCI	119.76		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			63934673PCI	63.02		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64053911PCI	119.76		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64188253PCI	183.94		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64271901PCI	119.76		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64379928PCI	177.30		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64381668PCI	183.94		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64443930PCI	183.94		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64525520PCI	311.30		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64525520PCI-1	283.67		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64526940PCI	119.76		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64531700PCI	63.02		SO INDIGENT INMATE HEALTH [REDACTED]
8/15/2011			64536741PCI	174.96		SO INDIGENT INMATE HEALTH [REDACTED]

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Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
2,343.65					
8/15/2011	130501	WESTERN HILLS INC	4632	1,870.00	PULLEY BEARING RPR ON DOZER #811
8/15/2011			4633	2,782.80	RMV/RPLC TRACKS&SPROCKETS CLEAN MCHNE-VEH #650
4,652.80					
8/15/2011	130502	ZENO OFFICE SOLUTIONS, INC.	9GX918	300.00	ENGINEERING GESTETNER COPIER MNTNCE,7/11-7/11/12
8/15/2011			9GX918	150.00	EMS ADMN GESTETNER COPIER MNTNCE,7/11/11-7/11/12
8/15/2011			9GX918	150.00	E-911 GESTETNER COPIER MNTNCE,7/01/11-7/01/12
600.00					
8/15/2011	130505	FLAGLER CO BCC POOLED CASH PCARD	1313 AUG 11	601.60	(323)6X6 10PT LUMBER
8/15/2011			1313 AUG 11	698.00	DRINKING FOUNTAIN FOR THE LIBRARY
8/15/2011			1700 AUG 11	106.22	ALL PURP JOINT CMPND, FIBR GLASS INSULATION BATTS
8/15/2011			1700 AUG 11	152.98	RECPT, WIRE, BX, CABLE, GANG RING, CLIP, STUD-ENG. DPT@GSB
8/15/2011			1700 AUG 11	94.30	STUD, TRACK FOR ENGINEERING DEPT @ GSB
8/15/2011			1700 AUG 11	111.58	FITTINGS, HOSES, HOSE ENDS FOR MAINT. SHOP@BLDG 11
8/15/2011			1700 AUG 11	61.69	LOCKING DEVICE, RECPT, INDUSTRIAL COVER-SHOP@BLD#11
8/15/2011			1700 AUG 11	16.47	CANVAS DROP CLOTH FOR ENGINEERING DEPT @ GSB
8/15/2011			1700 AUG 11	5.15	OUTLET, WALL PLATES FOR ENGINEERING DEPT @ GSB
8/15/2011			1700 AUG 11	3.59	SPACKL 1 TIME FOR ENGINEERING OFFICE @ GSB
8/15/2011			1700 AUG 11	3.59	5 GAL METAL BUCKET GRID FOR ENGINEERING OFC@GSB
8/15/2011			1700 AUG 11	21.17	MISC PAINT BRUSHES USED FOR ENGINEERING OFC@GSB
8/15/2011			1700 AUG 11	64.95	LTX PAINT-ENGINEERING OFC @GSB
8/15/2011			1700 AUG 11	59.94	CHOCOLATE WALL BASE FOR ENGINEERING OFFICE @ GSB
8/15/2011			1700 AUG 11	5.76	GYPSUM WALL BOARD FOR ENGINEERING OFFICE @ GSB
8/15/2011			1958 AUG 11	7.00	UNIFORM RNTL/CLNG, 7/21/11 CENTRAL STORES
8/15/2011			1958 AUG 11	7.00	UNIFORM RNTL/CLNG, 7/14/11 CENTRAL STORES
8/15/2011			1958 AUG 11	7.00	UNIFORM RNTL/CLNG, 7/07/11 CENTRAL STORES
8/15/2011			1958 AUG 11	330.00	MBSRHP RNWL: NIGP AGENCY FOR FCBC
8/15/2011			2653 AUG 11	33.31	GROUND ROD CLAMP, GROUND ROD
8/15/2011			2653 AUG 11	239.70	4FT BULBS, BASE, TERMINAL ADAPTERS, COUPLING-VARN PK
8/15/2011			2653 AUG 11	8.99	SIMPLE GREEN CLEANER FOR VARN PARK

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

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	? Description
8/15/2011	130505...	FLAGLER CO BCC POOLED CASH PCARD...	2653 AUG 11	165.96	LUMBER,POST BASE,ANCHORS, GARAGE FLOOR PNT-VARN PR
8/15/2011			2653 AUG 11	1.74	LIQUID NAILS FOR VARN PK
8/15/2011			3172 AUG 11	20.52	INK JET PRINTER LABELS
8/15/2011			3172 AUG 11	33.00	(22)LF BW 24X36 COPIES FOR GROWTH MANAGEMENT
8/15/2011			4217 AUG 11	150.95	LTX PAINT
8/15/2011			4217 AUG 11	4.68	PVC TAPE FOR THE GSB
8/15/2011			4217 AUG 11	57.25	EXT,PVC TAPE,RECT,CABLE CLIPS,CONNS,WING NUTS-GSB
8/15/2011			4403 AUG 11	193.90	120V RADIO,CORDLESS TOOL BATTERY,WELDING BRUSH
8/15/2011			4403 AUG 11	25.96	SHOP VAC CARTRIDGE FILTER FOR MAINT.SHOP
8/15/2011			4403 AUG 11	31.50	2X4-10 #2 TREATED LUMBER FOR THE BALLFIELDS
8/15/2011			4403 AUG 11	479.98	(2)ECHO TRIMMERS
8/15/2011			4403 AUG 11	24.05	SAW CHAIN RPR
8/15/2011			5398 AUG 11	550.00	RECHRGBL BATTTS FOR 800MHZ HANDHELD RADIOS
8/15/2011			5398 AUG 11	17.96	RSTP SPRAYPAINT FOR TOUCH UPS ON BACKHOE LOADER
8/15/2011			5567 AUG 11	7.19	AIR DUSTER
8/15/2011			5567 AUG 11	28.79	58PC SOCKET SET
8/15/2011			5567 AUG 11	3.40	NUTS AND BOLTS FOR LEHIGH TRAIL
8/15/2011			5567 AUG 11	16.15	FLUR BULBS FOR THE INMATE FACILITY
8/15/2011			5576 AUG 11	269.97	HTL LDNGG:FUELMASR TRNG, TALLHSSEE,7/11-13,T.CAPUA
8/15/2011			5706 AUG 11	521.64	G 5 GAL.SAFETY CANS USED DURING WILDFIRES
8/15/2011			5800 AUG 11	55.00	18X22 SIGN FOR OLD BRK RD MOODY HOMESTEAD PARK
8/15/2011			5800 AUG 11	3.27	THERMAL PAPER ROLLS
8/15/2011			5858 AUG 11	3.59	NBR & LTR SENTCILS FOR WADSWORTH PARK
8/15/2011			5858 AUG 11	21.02	SPRAYPNT,SCREWS,HOSE CLAMP-WADSWORTH PARK
8/15/2011			5858 AUG 11	162.35	PAINT ADDITIVE,LTX PAINT
8/15/2011			5858 AUG 11	29.05	PAINT ROLLERS,MIXER
8/15/2011			6240 AUG 11	3.58	KEYS MADE FOR THE LIBRARY STUDY ROOM FOR CUSTODIANS
8/15/2011			6240 AUG 11	7.95	MISC CDS FOR THE LIBRARY
8/15/2011			6613 AUG 11	19.95	SELF INKING STAMP FOR CODING INVOICES-AIRPORT
8/15/2011			6613 AUG 11	79.95	BRGHTHSE#0719013-01 0711, AIRPORT-JULY 2011
8/15/2011			6613 AUG 11	86.95	(9)UNIFORM SHIRT PURCHASE FOR THE AIRPORT
8/15/2011			6613 AUG 11	26.60	BOTTLD WATER FOR ATTNDNTS & DEODERIZER
8/15/2011			6613 AUG 11	235.00	ELEVATOR INSPECTION/TEST @ATCT
8/15/2011			6921 AUG 11	59.23	CIRCUIT BOARD FOR THE IN- MATE FACILITY

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/15/2011	130505...	FLAGLER CO BCC POOLED CASH PCARD...	6921 AUG 11	7.86		TEE FOR GSB
8/15/2011			6921 AUG 11	5.84		MASK TAPE FOR THE GSB
8/15/2011			6921 AUG 11	5.39		SANDPAPER MOUSE FOR TRUCK STOCK #983
8/15/2011			6921 AUG 11	3.19		BLANK WALLPLATES FOR THE GSB
8/15/2011			6921 AUG 11	4.49		NO NATZ BUG SPRAY FOR TRUCK STOCK #983
8/15/2011			6921 AUG 11	11.69		HEX HD TEK SCREWS
8/15/2011			6921 AUG 11	38.13		DUCT STRAP,TUBING INSULTN
8/15/2011			6921 AUG 11	22.84		EVAP FOAM NO RINSE,1 PT. W/BRUSH ADHESIVE
8/15/2011			6921 AUG 11	37.62		TIME DELAY RELAY FOR ESPANOLA COMMUNITY CENTER
8/15/2011			6921 AUG 11	7.18		STORAGE HANGER-TRUCK #983
8/15/2011			6921 AUG 11	79.02		CONDENSATE PUMP FOR THE LIBRARY
8/15/2011			6921 AUG 11	14.38		MISC HXHD TAP SCREWS
8/15/2011			8810 AUG 11	64.20		MISC CLIPS
8/15/2011			8810 AUG 11	68.87		SECURITY FSTNRS,GREEN KNIFE LEASH
8/15/2011			8810 AUG 11	185.19		BUMPERS FOR ROLLING CART
8/15/2011			8810 AUG 11	40.00		(2)CHROME PAPER TOWEL HOLDERS
8/15/2011			8810 AUG 11	13.49		20A SMARTLOCK DUPLEX RCPT FOR THE FAIRGROUNDS
8/15/2011			8810 AUG 11	114.62		CLEAR DIRT RECTRACTACLE
8/15/2011			8810 AUG 11	12.59		HALL/CLOSET KNOB FOR THE SHERIFFS OFFICE
8/15/2011			8810 AUG 11	235.14		DOOR STOPS,LATCH DOOR STP DOOR LATCH FOR INMATE FAC
8/15/2011			8810 AUG 11	29.68		LEVEL,CLAW HAMMER FOR TRUCK #768
8/15/2011			8810 AUG 11	32.38		WEED & GRASS PUMP N GO FOR GSB & JUD.CENTER
8/15/2011			8810 AUG 11	26.91		MISC PICTURE HNGRS,UTIL BX FOR JUD.CENTER
8/15/2011			8810 AUG 11	3.59		PLSTC FLUSH LEVER FOR THE SIEGEL CENTER
8/15/2011			8810 AUG 11	25.17		HOME DEFENSE MAX,RAID FOGGER-PLANNING DEPT@GSB
8/15/2011			8810 AUG 11	381.15		SELF CLOSING STOP,PUSH STOP FOR THE INMATE FAC.
8/15/2011			8810 AUG 11	20.76		KEYS,NUTS & BOLTS
8/15/2011			8810 AUG 11	42.27		EXTN CORD,DRILL BITS FOR TRUCK STOCK#768
8/15/2011			8810 AUG 11	20.11		PAPER TAGS W/RNGS,MASK TAPE,TAPE&DISPENSER
				7,591.82		
8/16/2011	130506	COASTAL FLORIDA PUBLIC EMPLOY ASSO	20110819	14.92		PAYROLL SUMMARY

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
				14.92	
8/16/2011	130507	FCBCC GROUP BENEFITS (P/R)	20110819	4,322.63	PAYROLL SUMMARY
8/16/2011			20110819	6,192.63	PAYROLL SUMMARY
				10,515.26	
8/16/2011	130508	FCBCC GROUP BENEFITS FLEX PLAN	20110819	827.55	PAYROLL SUMMARY
				827.55	
8/16/2011	130509	FLAGLER CO PROF FIREFIGHTERS ASSO	20110819	828.00	PAYROLL SUMMARY
				828.00	
8/16/2011	130510	FLAGLER COUNTY COCC (P/R)	20110819	14.00	PAYROLL SUMMARY
				14.00	
8/16/2011	130511	ROLFE & LOBELLO, P.A.	20110819	255.91	PAYROLL SUMMARY
				255.91	
8/16/2011	130512	UNITED WAY OF VOLUSIA-FLAGLER	20110819	13.00	PAYROLL SUMMARY
				13.00	
8/15/2011	251150	FLAGLER CO BCC POOLED CASH FUNDS	04/11-06/11FEES	358.10	4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
				358.10	
8/15/2011	301208	FLAGLER CO BCC POOLED CASH FUNDS	04/11-06/11FEES	139.75	4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
				139.75	
8/15/2011	312975	DYER, RIDDLE, MILLS & PRECOURT, INC	0132134	60,006.21	G PRF SVCS:SR100 SDWLK DSGN BULLDGD DR-OKR,11/3-6/29

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for the week ending 8/12/2011**

Date: 8/22/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				60,006.21		
8/15/2011	312976	PRIDE ENTERPRISES	E0549716	349.92		CLEAR COAT ALUM SIGNS FOR TRAIL A LOOP CONNECTION
8/15/2011			E0549716	41.85		SHIPPING/HANDLING CHRG FOR ALUM SIGNS-TRAIL A LOOP
				391.77		
8/15/2011	312977	PRIDE ENTERPRISES-RAIFORD	E0537186	5,777.24		MORTISE RAILS,POSTS FOR JUNGLE HUT RD/SRA1A
8/15/2011			E0537186	125.00		FRGHT CHRG FOR MORTISE RAILS,POSTS-JUNGLE HUT RD
				5,902.24		
8/15/2011	312978	QUALITY ROOFING & SHEET METAL INC	11-7725	9,891.00		LBR&MTRL TO INSTLL SHNGLS ON ROOF@KORONA F.STA #31
				9,891.00		
8/15/2011	332439	FLAGLER CO BCC POOLED CASH FUNDS	04/11-06/11FEES	428.18		4/11-6/11 BANK ANALYSIS FEES REIMB-WIRE# 11WT0295
				428.18		
8/15/2011	332440	FLORIDA HOUSING COALITION	029389	325.00		REGIS:AFFORDBL HOUSG CONF ORLNDO,9/26-28,V.BRADLEY
				325.00		
8/15/2011	9079278	STATE OF FL-DCA-RADON GAS	11WTO303	1,116.06		RADON GAS CHG QUARTER ENDED 6/30/2011
8/15/2011			11WTO303	(111.61)		RADON GAS CHG QUARTER ENDED 6/30/2011
				1,004.45		
8/15/2011	9337992	STATE OF FL-DOR-SALES TAX WIRE	11WTO302	121.23		JUL 11 SALES TAX - BULL CREEK
8/15/2011			11WTO302	(3.03)		JUL 11 SALES TAX - BULL CREEK
				118.20		
8/15/2011	9338124	STATE OF FL-DOR-SALES TAX WIRE	11WTO301	1,763.62		JULY SALES TAX - AIRPORT
8/15/2011			11WTO301	(30.00)		JULY SALES TAX - AIRPORT

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

Date: 8/22/2011

Invoices Processed for the week ending 8/12/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				1,733.62	
8/15/2011	9384186	AMERIFLEX	11WTO300	1,555.13	AMERIFLEX FLEX SPEND REQ 8/5-8/11/2011
				1,555.13	
		Total		471,680.43	

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Linda L. Russell

From: Linda L. Russell
Sent: Thursday, August 25, 2011 8:31 AM
To: Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman
Subject: FW: Disbursement Report & July Rev collected
Attachments: AUG 19 2011.pdf; JULY REV COLLECTED.pdf

Good Morning to Everyone,
Please see the attached Disbursement Report for the week ending August 19 along with the Revenue Report for the Month of July. Copies of these reports have been placed in your mail boxes and they will appear on the Agenda for the September 7th BOCC Meeting.
Have a great day,
Linda

From: Rhea Cosgrove
Sent: Wednesday, August 24, 2011 2:12 PM
To: Linda L. Russell
Cc: Lisa Bates; Linda Sanita
Subject: Disbursement Report & July Rev collected

Good Afternoon Linda,

Please find attached the Disbursement Report of Invoices processed for the week ending August 19, 2011 and the Report of Revenue Collected for July 2011 being provided by the Clerk of the Circuit Court Finance Department for acceptance by the Board of County Commissioners.

Thank you

Rhea Cosgrove Clerks Secretary to the Board
Flagler County Clerk of Court
1769 E. Moody Blvd. Building 1
Bunnell, FL 32110
386 313-4403
rcosgrove@flaglerclerk.com

REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of July, 2011
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

		Check #
Board of County Commissioners		
Automation (Gen)	1,499.97	41082
Drivers Ed Trust Fund (Gen)	3,296.45	41082
Law Enforcement Education (Gen)	414.00	41082
SC Services	3,726.60	41088
Court Facilities	20,139.86	41077
Alcohol & Drug Abuse	275.00	41076
Legal Aid	1,287.49	41085
Law Library	1,274.67	41084
Court Innovations	1,215.00	41078
Juvenile Diversion	1,235.03	41083
Criminal Prevention	1,828.94	41080
Domestic Violence Trust Fund	731.00	41081
Teen Court	2,107.06	41086
 Clerk of Court:		
Court General Fund	115,572.50	Revenue
Public Mod Trust Fund - Court	6,515.49	Revenue
 Flagler County Sheriffs Office	 925.21	 41087
 City of Bunnell	 3,618.69	 41073
 City of Flagler Beach	 1,635.33	 41074
 City of Palm Coast	 15,150.55	 41075
 Filing Fees & Court Costs	 261,596.76	 EFT*
Indigent Criminal Defense	1,616.16	
PD Fee - PD Lien Fee	249.64	
Defense - PD Lien Fee	177.74	
DOR Gen	10,400.00	
Child Welfare	165.00	
Displaced Homemaker	400.00	
Domestic Violence (Civil)	1,760.00	
Family Court	816.00	
Court Education	1,029.00	
Dept of Fin Svcs Admin	27.50	
Clerk of Court Operations	25,710.56	
Mediation/Arbitration	306.00	
Ch 2008-111, Laws of FL	25,710.56	
Mediation/Arbitration	306.00	

DOR - Child Support Fees		-	EFT*
Motor Vehicles & Vessels		26,295.40	EFT*
EMS		-	
General Revenue	420.00		
Brain & Spinal Cord TF	42.00		
DOH Administrative	315.00		
HRS	535.00		
DHSMV	13,440.03		
18% School Election	1,263.60		
St Radio System Surch	1,551.00		
Juv Justice	535.00		
State Courts Revenue TF	4,492.35		
State Attys Revenue TF	2,191.14		
Public Defenders Rev TF	1,098.86		
Epilepsy	15.00		
Wildlife	396.42		
Red Light Camera		9,818.95	
General Revenue	8,289.85		
Dept of health Admin TF	1,170.00		
Brain & Spinal Cord TF	359.10		
Vital Statistics, Public Health, Tobacco		311.68	EFT*
Div Judgment Fees	191.68		
Civil Penalty/Litter	100.00		
Smoking Citations	20.00		
Crimes & Criminal Procedures		258.80	EFT*
Adjudication Withheld	258.80		
Additional Court Costs		17,075.72	EFT*
DOR	2,227.95		
Crimes Comp Trust Fund	8,455.37		
DLA-Crimestoppers	289.00		
DOL	400.00		
FDLE	3,796.40		
Brain & Spine	773.00		
Domestic Violence (Criminal)	534.00		
Rape Crisis	600.00		

*EFT - Electronic Funds Transfer to Department of Revenue for Distribution to various State agencies Total Transmitted: \$ 315,357.31 Checks issued in the total amount of : \$ 60,360.85

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

Date: 8/24/2011

Invoices Processed for the week ending 8/19/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/19/2011	130513	FLAGLER CO SUPERVISOR OF ELECTIONS	SPC SENATE SE/	11,055.00	FOR SPEC SENATE SEAT PRIM ELEC FOR DIST#1 09/20/11
				11,055.00	
8/19/2011	130514	FCBCC GROUP BENEFITS (P/R)	20110831	2,768.18	PAYROLL SUMMARY
8/19/2011			20110831	456.61	PAYROLL SUMMARY
				3,224.79	
8/19/2011	130515	HARTFORD LIFE & ACCIDENT INSURANCE	20110805	3,090.89	PAYROLL SUMMARY
8/19/2011			20110831	127.61	PAYROLL SUMMARY
				3,218.50	
8/19/2011	130516	AARP INSURANCE PLAN	10100645001	94.25	10100645001 DEDRI TURNER 07/15/10 AMB. REFUND
				94.25	
8/19/2011	130517	BENEFIT ACCOUNT LOCAL	110043101	88.39	110043101 FLOYDE FICALORA 01/15/11 AMB. REFUND
				88.39	
8/19/2011	130518	CAROL RICCI	10100107901	10.78	10100107901 CAROL RICCI 02/03/10 AMB. REFUND
				10.78	
8/19/2011	130519	CHAMPVA	10101038301	50.61	10101038301 ELISABETH C LUKAWICH 11/24/10AMB.RFND
				50.61	
8/19/2011	130520	CIGNA	110117001	62.01	110117001 MANUEL PORTELLA 02/07/11 AMB. REFUND
				62.01	
8/19/2011	130521	CYNTHIA W BASSETT	10100482701	327.60	10100482701 CYNTHIA W.BA- SSETT 05/26/10 AMB.REFUND
				327.60	
8/19/2011	130522	DEPT VA	10100881301	520.08	10100881301 DONALD WEBST- ER 10/03/10 AMB. REFUND

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

Date: 8/24/2011

Invoices Processed for the week ending 8/19/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				520.08		
8/19/2011	130523	DORTHY DANIELS	110024401	150.00		110024401 DORTHY DANIELS 01/08/11 AMB. REFUND
				150.00		
8/19/2011	130524	ELIZABETH FINZEL	10100039301	36.65		10100039301 ELIZABETH FINZEL 01/12/10 AMB.RFND
				36.65		
8/19/2011	130525	ELVIRA MARIANI	10100656001	105.03		10100656001 ELVIRA MARIA- NI 07/19/10 AMB. REFUND
				105.03		
8/19/2011	130526	FLORIDA MEDICAID	10100651501	190.00		10100651501 JACK KILBURNE 07/18/10 AMB. REFUND
8/19/2011			110082202	190.00		110082202 NICOLE AUSTIN 01/28/11 AMB. REFUND
8/19/2011			110311401	90.29		110311401 LUCILE COBB 04/07/10 AMB. REFUND
8/19/2011			110324401	77.56		110324401 LUCILE COBB 04/10/11 AMB. REFUND
				547.85		
8/19/2011	130527	GAIL GELLATLY	110034901	79.82		110034901 GAIL GELLATLY 01/12/11 AMB. REFUND
				79.82		
8/19/2011	130528	HECTOR GUZMAN	10100179101	35.00		10100179101 HECTOR GUZMAN 02/25/10 AMB. REFUND
				35.00		
8/19/2011	130529	HELGA A HUNT	1010114701	10.00		1010114701 HELGA A HUNT 12/18/10 AMB. REFUND
				10.00		
8/19/2011	130530	JOSEPH CIGAS	10100574501	101.85		10100574501 JOSEPH CIGAS 06/23/10 AMB. REFUND
				101.85		
8/19/2011	130531	MEDICARE PART B	10100937901	214.72		10100937901 DOROTHY HOBBY 10/22/10 AMB. REFUND
				214.72		

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

Date: 8/24/2011

Invoices Processed for the week ending 8/19/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/19/2011	130532	MIRIAM R SIMON	10100360701	5.30	10100360701 MIRIAM R SIM- ON 04/19/10 AMB. REFUND
				5.30	
8/19/2011	130533	PATRICIA CARIDAD	10100293801	41.29	10100293801 PATRICIA CAR- IDAD 03/31/10 AMB. REFUND
				41.29	
8/19/2011	130534	RUE & ZIFFRA PA	9091033901	85.70	9091033901 ERIN KEITH 11/16/09 AMB. REFUND
				85.70	
8/19/2011	130535	SUSANNE EWALD	10101043901	50.00	10101043901 SUSANNE EWALD 11/26/10 AMB. REFUND
				50.00	
8/19/2011	130536	VICTIM COMP	10100664101	148.30	10100664101 RICHELLE ROB- ERTS 07/22/10 AMB. REFUND
				148.30	
8/19/2011	130537	BLUE SHIELD FLORIDA & FEDERAL	10100401101	80.33	10100401101 IRENE OWENS 05/02/10 AMB. REFUND
				80.33	
8/19/2011	130538	ETHEL DROBPIN-FISCH	10101073401	10.69	10101073401 ETHEL DROBPIN -FISCH 12/06/10 AMB.REFUND
				10.69	
8/19/2011	130539	ROBERT E MAHAN	110276601	1,300.00	110276601 ROBERT E MAHAN 03/28/11 AMB. REFUND
				1,300.00	
8/19/2011	130540	UNITED HEALTH CARE	10101046501	393.15	10101046501 ROBERT WHALEN 02/14/11 AMB. REFUND
8/19/2011			110258501	378.49	110258501 JEANNE ARDAJAN 05/16/11 AMB. REFUND
				771.64	
8/19/2011	130541	AETNA	10100246401	79.26	10100246401 STANLEY VILL- ENENUE 3/17/10 AMB.REFUND
				79.26	
8/19/2011	130542	ALLSTATE INSURANCE COMPANY	010105	528.39	010105 SEDA HOVHAMMISYAN 01/02/10 AMB. REFUND

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				528.39		
8/19/2011	130543	BARRY GROGAN	110030701	79.15		110030701 BARRY GROGAN 01/10/11 AMB. REFUND
				79.15		
8/19/2011	130544	BLUE CROSS BLUE SHIELD OF FLORIDA	10101134901	452.73		10101134901 JANICE CAIN 12/25/10 AMB. REFUND
				452.73		
8/19/2011	130545	BLUE CROSS BLUE SHIELD OF FLORIDA	3000	84.59		3000 BETTY HODOBA 01/18/10 AMB. REFUND
				84.59		
8/19/2011	130546	BLUE CROSS BLUE SHIELD OF FLORIDA	10100990401	197.71		10100990401 KAREN WEBER 11/08/10 AMB. REFUND
				197.71		
8/19/2011	130547	BLUE SHIELD FLORIDA & FEDERAL	10100282401	80.33		10100282401 FRANK D BRAN- DT 03/27/10 AMB. REFUND
8/19/2011			10100305101	80.33		10100305101 CATHERINE AK- US 04/04/10 AMB. REFUND
8/19/2011			10100364701	42.28		10100364701 BETTY HODOBA 04/20/10 AMB. REFUND
				202.94		
8/19/2011	130548	CIGNA	110392901	62.01		110392901 MANUEL PORTELA 05/01/11 AMB. REFUND
				62.01		
8/19/2011	130549	DORTHY WALLAS	110340701	95.61		110340701 DORTHY WALLAS 04/15/11 AMB. REFUND
				95.61		
8/19/2011	130550	ELIJAH MCMILLAN	10101067401	91.73		10101067401 ELIJAH MCMIL- LAN 12/04/10 AMB. REFUND
				91.73		
8/19/2011	130551	ESSIE CARTER	10100386201	21.16		10100386201 ESSIE CARTER 04/27/10 AMB. REFUND

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				21.16		
8/19/2011	130552	FLORIDA MEDICAID	10101128101	190.00		10101128101 JAMES ROBBINS 12/23/10 AMB. REFUND
8/19/2011			110138401	190.00		110138401 ANNA G GAUTREAU 02/14/11 AMB. REFUND
				380.00		
8/19/2011	130553	JAMES MORA	10100972301	78.13		10100972301 JAMES MORA 11/03/10 AMB. REFUND
				78.13		
8/19/2011	130554	KATHY PIERCE	110257901	480.92		110257901 KATHY PIERCE 03/23/11 AMB. REFUND
				480.92		
8/19/2011	130555	MELLON	110315201	96.28		110315201 KAREN DEROSE 04/08/11 AMB. REFUND
				96.28		
8/19/2011	130556	PENSACOLA ADM SERVICE	9090966601	396.66		9090966601 CANDILE GUERR- ETTTE 10/25/09 AMB. REFUND
				396.66		
8/19/2011	130557	PHILIP RAHNER	110115701	125.97		110115701 PHILIP RAHNER 02/07/11 AMB. REFUND
				125.97		
8/22/2011	130558	ADVANCED ENVIRONMENTAL LABORATORIES	99011	430.80		WATER SAMPLING SRVCS PARKS DEPT-JULY 2011
8/22/2011			99011	537.80		WATER SAMPLING SRVCS BEVERLY BEACH-JULY 2011
8/22/2011			99011	97.90		WATER SAMPLING SRVCS EAGLE LAKES-JULY 2011
				1,066.50		
8/22/2011	130559	AMERICAN HEALTH ASSOCIATES	22083715	18.67		SS INDIGENT HEALTH [REDACTED]
8/22/2011			22198003	228.00		SS INDIGENT HEALTH [REDACTED]
8/22/2011			22202736	393.00		SS INDIGENT HEALTH [REDACTED]
8/22/2011			22212302	98.50		SS INDIGENT HEALTH [REDACTED]
8/22/2011			22227643	139.00		SS INDIGENT HEALTH [REDACTED]
8/22/2011			22233737	33.50		SS INDIGENT HEALTH [REDACTED]

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8/22/2011	130559...	AMERICAN HEALTH ASSOCIATES...	22238372	4.00	SS INDIGENT HEALTH [REDACTED]
8/22/2011			22238376	29.00	SS INDIGENT HEALTH [REDACTED]
8/22/2011			22239412	12.50	SS INDIGENT HEALTH [REDACTED]
8/22/2011			22239413	12.50	SS INDIGENT HEALTH [REDACTED]
				968.67	
8/22/2011	130560	AMERIFLEX	ADMIN000013369	380.80	FSA ADMIN FEE AUGUST 2011
				380.80	
8/22/2011	130561	ANDREWS FILTER & SUPPLY CORP.	339784	13.52	FRAME FILTER,FRGHT FOR THE HEALTH DEPT
8/22/2011			339792	11.20	MISC FRAME FILTERS FOR BULL CREEK
				24.72	
8/22/2011	130562	ARCADIA HEALTH CARE- PALM COAST	1510040	1,077.12	HMKNG,PRSNL CARE,RSPT-CCE 05/02/11-05/27/11
				1,077.12	
8/22/2011	130563	ATLANTIC PODIATRY ASSOC D.P.M. P.A.	000000066956	35.00	SS INDIGENT HEALTH [REDACTED]
8/22/2011			000000068585-2	93.50	SS INDIGENT HEALTH [REDACTED]
				128.50	
8/22/2011	130564	AUDIO EDITIONS	1345257	(24.39)	MISC BOOKS FOR THE LIBRARY
8/22/2011			1354997	1,786.89	MISC CDS FOR THE LIBRARY
				1,762.50	
8/22/2011	130565	BAKER & TAYLOR	5011556773	166.63	MISC BOOKS FOR THE LIBRARY
8/22/2011			5011557024	51.97	BOOKS FOR THE LIBRARY
8/22/2011			5011557024	15.02	BOOKS FOR THE BUNNELL LIBRARY
8/22/2011			5011557025	256.04	MISC BOOKS FOR THE LIBRARY
8/22/2011			5011559146	25.55	BOOK FOR THE LIBRARY
8/22/2011			5011561746	515.64	MISC BOOKS FOR THE BUNNELL LIBRARY
8/22/2011			5011561747	375.27	MISC BOOKS FOR THE BUNNELL LIBRARY

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8/22/2011	130565...	BAKER & TAYLOR...	5011567190	18.99		BOOK FOR THE LIBRARY
8/22/2011			5011567548	19.05		BOOK FOR THE BUNNELL LIBRARY
8/22/2011			5011567549	28.90		BOOK FOR THE BUNNELL LIBRARY
8/22/2011			5011568990	112.44		MISC BOOKS FOR THE LIBRARY
8/22/2011			5011568990	32.36		MISC BOOKS FOR THE BUNNELL LIBRARY
8/22/2011			5011568991	32.89		BOOK FOR THE LIBRARY
8/22/2011			V58972350	889.40		DVD FOR THE LIBRARY
8/22/2011			V59116750	102.54		MISC DVDS FOR THE LIBRARY
8/22/2011			V59332520	61.09		MISC DVDS FOR THE LIBRARY
				2,703.78		
8/22/2011	130566	BAKER & TAYLOR EBIS	V58692740	23.98		DVD FOR THE LIBRARY
				23.98		
8/22/2011	130567	BHIDE & HALL ARCHITECTS	001	4,632.00	G	PROF SVCS:ADDTL ENGINEERG ARPRT S.ENTRNC RD ALIGNMT
				4,632.00		
8/22/2011	130568	BOOTH, RONALD JR.	029430	50.00		ST JOHNS PK VFD REIMB. APR, MAY, JUNE 2011
				50.00		
8/22/2011	130569	BOUND TREE MEDICAL LLC	57296744	910.46		NEEDLE FREE MALE ADAPTER PLUGS, SYRINGES FOR AMBLNC
8/22/2011			80615429	2,580.00		MISC IV CATHETERS FOR AMBULANCE
8/22/2011			80616029	110.50		8FT EXT CABLE W/9 PIN CONNECTIONS-AMBULANCE
8/22/2011			80619081	442.00		8FT EXT CABLE W/9 PIN CONNECTIONS-AMBULANCE
				4,042.96		
8/22/2011	130570	BUCEK-VFD, KATHLEEN S	029425	220.00		KORONA VFD REIMBURSEMENT APR, MAY, JUNE 2011
				220.00		
8/22/2011	130571	BUCEK-VFD, KEVIN M	029426	170.00		KORONA VFD REIMBURSEMENT APR, MAY, JUNE 2011
				170.00		
8/22/2011	130572	CDW GOVERNMENT INC.	XZN8588	124.93		REPLCMNT BATTERY FOR R22 TOUGHBOOK LAPTOP-FIRE/RSC

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8/22/2011	130572...	CDW GOVERNMENT INC....	ZCF9745	35.00	APC REPLCMNT BATTERY FOR G.A.L.DESKTOP COMPUTER
				159.93	
8/22/2011	130573	CHARLES MCHONE REMOVAL SERVICE	23-11-189	155.00	CADAVER TRANSPORT T.SHIRRILL
8/22/2011			23-11-192	155.00	CADAVER TRANSPORT W.NEWPORT
8/22/2011			23-11-201	155.00	CADAVER TRANSPORT A.BONVOULOIR
8/22/2011			23-11-202	155.00	CADAVER TRANSPORT L.WARDENBURG
8/22/2011			23-11-204	155.00	CADAVER TRANSPORT Y.BAYEVA
8/22/2011			23-11-205	155.00	CADAVER TRANSPORT M.MITAKE
8/22/2011			23-11-207	155.00	CADAVER TRANSPORT F.MIANO
8/22/2011			23-11-208	155.00	CADAVER TRANSPORT T.BRENNAN
8/22/2011			23-11-209	155.00	CADAVER TRANSPORT M.CORTNEY
8/22/2011			23-11-210	155.00	CADAVER TRANSPORT J.CANDIDO
8/22/2011			23-11-211	155.00	CADAVER TRANSPORT T.HOAG
8/22/2011			23-11-213	155.00	CADAVER TRANSPORT J.LANGLEY
8/22/2011			23-11-216	155.00	CADAVER TRANSPORT D.DEAN
8/22/2011			23-11-217	155.00	CADAVER TRANSPORT B.SIMPSON
8/22/2011			NMEFC-11-133	155.00	CADAVER TRANSPORT R.MYERS
				2,325.00	
8/22/2011	130574	CITY OF BUNNELL - WATER	01-0260-01 0711	532.23	1769 E.MOODY BLVD-BLDG #2 JULY 2011
8/22/2011			01-0280-01 0711	157.50	1769 E.MOODY BLVD-BLDG #4 JULY 2011
8/22/2011			01-0290-01 0711	293.55	1769 E.MOODY BLVD-BLDG #5 JULY 2011
8/22/2011			03-3520-01 0711	194.97	AG CENTER JULY 2011
8/22/2011			04-2400-01 0711	158.81	BUNNELL LIBRARY JULY 2011
8/22/2011			04-2410-01 0711	122.50	GUARDIAN AD LITEM JULY 2011
8/22/2011			05-0070-01 0711	45.50	EOC/HYDRANT TRAINING TOWER JULY 2011
				1,505.06	
8/22/2011	130575	CITY OF FLAGLER BEACH (UTIL)	02009 0711	316.51	MOODY BOAT LAUNCH JULY 2011
8/22/2011			02010 0711	70.52	BETTY STEFLIK HARBOR JULY 2011
8/22/2011			02011 0711	11.63	STEFLIK PRESERVE IRRIGATN JULY 2011

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8/22/2011	130575...	CITY OF FLAGLER BEACH (UTIL)...	03479 0711	11.63	WATER SUPPLIED TO BBWWTP JULY 2011
410.29					
8/22/2011	130576	CITY OF PALM COAST -UTILITY DEPT	19521 0611	46.79	HAMMOCK COMMUNITY CENTER 6/13/11-7/13/11
8/22/2011			19531 0611	48.10	MALACOMPRA RD CTY PARK 6/13/11-7/13/11
8/22/2011			19958 0611	28.90	BINGS WATCHMAN RESIDENCE 6/13/11-7/13/11
8/22/2011			19959 0611	43.49	BINGS CONCESSION 6/13/11-7/13/11
8/22/2011			19960 0611	46.51	BINGS RSTRM AREA 6/13/11-7/13/11
8/22/2011			45015 0611	69.90	H.C.KING PARK 6/16/11-7/18/11
283.69					
8/22/2011	130577	CLEAR CHANNEL OUTDOOR INC	20056290	2,004.07	I-95 BILLBOARD ADVERTISING 7/11/11-8/07/11
2,004.07					
8/22/2011	130578	COMMUNICATION INTERNATIONAL INC	INV1108310	534.00	SCANNR RPR-FRONT CVR ASSY MSC DEPTS RADIOS-WILDFIRE
8/22/2011			INV1108311	1,242.00	(27)HIGH CAP.BATTERIES USED FOR WILDFIRES
8/22/2011			INV1108315	1,058.00	(23)HIGH CAP.BATTERIES USED FOR WILDFIRES
8/22/2011			INV1110011	127.30	MOBILE RADIO RPR-REPLACED ANTENNA,LBR CHRGR
2,961.30					
8/22/2011	130579	CORA HEALTH SERVICES INC	SYS367802	1.85	SS INDIGENT HEALTH [REDACTED]-CORRECTD CLM
8/22/2011			SYS367802-1	10.17	SS INDIGENT HEALTH [REDACTED]-CORRECTD CLM
8/22/2011			SYS367802-2	6.78	SS INDIGENT HEALTH [REDACTED]-CORRECTD CLM
8/22/2011			SYS367802-3	6.78	SS INDIGENT HEALTH [REDACTED]-CORRECTD CLM
8/22/2011			SYS385791-4	67.88	SS INDIGENT HEALTH [REDACTED]
8/22/2011			SYS385791-5	67.88	SS INDIGENT HEALTH [REDACTED]
8/22/2011			SYS385791-6	67.88	SS INDIGENT HEALTH [REDACTED]
229.22					
8/22/2011	130580	CREAMER, MARTHA	029433	27.55	TRVL REIMB.TO GSB,CRTHSE, MISC LOCALS&RTN,4/11-7/11

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/22/2011	130581	CRYSTAL SPRINGS	8465615 072711	212.04		DRINKING WATER-JULY 2011 PARKS AND REC
8/22/2011			8465615 072711	70.32		DRINKING WATER-JULY 2011 FIRE RESCUE
				282.36		
8/22/2011	130582	CULLIGAN WATER CONDITION	372433	88.60		WTR SFTNR SVC, 07/28-08/29 ESPANOLA FIRE STA.#51
8/22/2011			372580	214.70		WTR SFTNR SVC, 7/28-8/29 1705 CR 2007
8/22/2011			372586	67.00		WTR SFTNR SVC, 7/28-8/29 PPP CAETAKERS LAKEHOUSE
8/22/2011			372587	67.00		WTR SFTNR SV, 7/28-8/29/11 PRINCESS PL ESTATE SCHOOL
8/22/2011			372588	51.50		WTR SFTNR SVC, 7/28-8/29 RABBIT HOUSE
8/22/2011			372644	111.40		WTR SFTNR SVC, 07/28-08/29 ST. JOHNS FIRE STA#71
8/22/2011			372650	98.50		WTR SFTNR SVC, 07/28-08/29 KORONA FIRE STA.#31
8/22/2011			372661	98.50		WTR SFTNR SVC, 07/28-08/29 RIMA RIDGE STATION #81
				797.20		
8/22/2011	130583	DEPARTMENT OF CORRECTIONS	WS64901-02A	9,011.15		WORK SQUAD-2ND QUARTER 8/05/11-9/30/11
				9,011.15		
8/22/2011	130584	DUNES COMM DEV DISTRICT	002000702 0611	120.88		200 16TH RD PK RESTROOM 06/07/11-07/07/11
8/22/2011			002003900 0611	75.25		JUNGLE HUT ROAD PARK 06/07/11-07/07/11
				196.13		
8/22/2011	130585	EARLY LEARNING COALITION OF FLAGLER	029421	14,550.00		3RD QUARTER ALLOCATION FY 10/11, 4/01/11-06/30/11
				14,550.00		
8/22/2011	130586	EAST CENTRAL FLORIDA OUTPATIENT LLC	156606C9S	215.12		SS INDIGENT HEALTH [REDACTED]
8/22/2011			213313C51	405.47		SS INDIGENT HEALTH [REDACTED]
8/22/2011			250073C3W	509.92		SS INDIGENT HEALTH [REDACTED]
8/22/2011			250073C3X	461.06		SS INDIGENT HEALTH [REDACTED]
8/22/2011			250360C9T	55.24		SS INDIGENT HEALTH [REDACTED]
8/22/2011			250747CAG	25.13		SS INDIGENT HEALTH [REDACTED]

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				1,671.94		
8/22/2011	130587	EASTERN AVIATION FUELS INC	1172241	29,821.54		JET A FUEL
				29,821.54		
8/22/2011	130588	ERRETT, STEPHANIE LYNNE (VFD)	029422	70.00		KORONA VFD REIMBURSEMENT APR, MAY, JUNE 2011
				70.00		
8/22/2011	130589	FAMILY MEDICAL CARE OF PALM COAST	46948	21.82		SS INDIGENT HEALTH
				21.82		
8/22/2011	130590	FIRST COAST PULMONARY ASSOC.	LOOBA000 69210	103.28		SS INDIGENT HEALTH
				103.28		
8/22/2011	130591	FLAGLER C.D.S., INC.	142633	1,225.00		LAND CLEARING, 7/18/11- 7/22/11 FOR PARKS AND REC
				1,225.00		
8/22/2011	130592	FLAGLER CO BCC POOLED CASH FUNDS	029434	52.50		SALES TAX WIRED FOR RENT RESTAURANT@BULLCRK-8/2011
				52.50		
8/22/2011	130594	FLAGLER CO BCC POOLED-PHONE ACCOUNT	14-1137	34.36		LOCAL PHONE CHGS-JUN 2011 TAX COLLECTOR
8/22/2011			14-1138	17.21		LOCAL PHONE CHGS-JUN 2011 COUNTY JUDGE
8/22/2011			14-1139	17.18		LOCAL PHONE CHGS-JUN 2011 PUBLIC DEFENDER
8/22/2011			14-1140	154.62		LOCAL PHONE CHGS-JUN 2011 SUPERVISOR OF ELECTIONS
8/22/2011			14-1141	102.96		LOCAL PHONE CHGS-JUN 2011 AG AGENT
8/22/2011			14-1142	58.56		LOCAL PHONE CHGS-JUN 2011 G.A.L.
8/22/2011			14-1143	34.36		LOCAL PHONE CHGS-JUN 2011 AMBULANCE
8/22/2011			14-1144	360.78		LOCAL PHONE CHGS-JUN 2011 PUBLIC WORKS-FACILITIES
8/22/2011			14-1145	292.06		LOCAL PHONE CHGS-JUN 2011 AIRPORT

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8/22/2011	130594...	FLAGLER CO BCC POOLED-PHONE ACCOUNT...	14-1146	85.90	LOCAL PHONE CHGS-JUN 2011 FIRE/RESCUE
8/22/2011			14-1146	98.00	LOCAL PHONE CHGS-JUN 2011 EMPG GRANT
8/22/2011			14-1147	120.26	LOCAL PHONE CHGS-JUN 2011 RECREATION
8/22/2011			14-1148	51.54	LOCAL PHONE CHGS-JUN 2011 VFD
8/22/2011			14-1149	1,427.20	LOCAL PHONE CHGS-JUN 2011 COMMUNITY SERVICES
8/22/2011			14-1150	17.18	LOCAL PHONE CHGS-JUN 2011 PELLICER COMMUNITY CENTER
8/22/2011			14-1151	34.36	LOCAL PHONE CHGS-JUN 2011 CARVER COMMUNITY CENTER
8/22/2011			14-1152	34.36	LOCAL PHONE CHGS-JUN 2011 E-911 SERVICE
8/22/2011			14-1153	154.62	LOCAL PHONE CHGS-JUN 2011 PC LIBRARY
8/22/2011			14-1154	123.88	LOCAL PHONE CHGS-JUN 2011 CIRCUIT JUDGE
8/22/2011			14-1155	35.05	LOCAL PHONE CHGS-JUN 2011 SANITARY LANDFILL
8/22/2011			14-1156	51.54	LOCAL PHONE CHGS-JUN 2011 HAMMOCK VFD-STATION 41
8/22/2011			14-1157	17.18	LOCAL PHONE CHGS-JUN 2011 COURT REPORTERS
8/22/2011			14-1158	17.18	LOCAL PHONE CHGS-JUN 2011 ST JOHNS PARK COMM CENTER
8/22/2011			14-1159	17.18	LOCAL PHONE CHGS-JUN 2011 FLAGLER BEACH FIRE/AMB.
8/22/2011			14-1160	17.18	LOCAL PHONE CHGS-JUN 2011 HAW CREEK COMMUNITY CENTE
8/22/2011			14-1161	34.36	LOCAL PHONE CHGS-JUN 2011 PRINCESS ESTATES
8/22/2011			14-1162	17.18	LOCAL PHONE CHGS-JUN 2011 HAMMOCK COMMUNITY CENTEF
8/22/2011			14-1163	103.08	LOCAL PHONE CHGS-JUN 2011 NETWORK LINES
8/22/2011			14-1164	17.18	LOCAL PHONE CHGS-JUN 2011 HIDDEN TRAILS PARK
8/22/2011			14-1165	17.18	LOCAL PHONE CHGS-JUN 2011 ESPANOLA COMMUNITY CENTE
8/22/2011			14-1166	17.18	LOCAL PHONE CHGS-JUN 2011 LAW LIBRARY
8/22/2011			14-1167	17.18	LOCAL PHONE CHGS-JUN 2011 TRANSPORTATION
8/22/2011			14-1168	34.36	LOCAL PHONE CHGS-JUN 2011 FLIGHT OPERATIONS
8/22/2011			14-1169	35.99	LOCAL PHONE CHGS-JUN 2011 FLAGLER COUNTY UTILITY
8/22/2011			14-1170	188.98	LOCAL PHONE CHGS-JUN 2011 EOC TELE-WORKS
8/22/2011			14-1171	17.18	LOCAL PHONE CHGS-JUN 2011 800 MHZ
8/22/2011			20-2449	19.90	L/D PHONE CHRGS-JUNE 2011 AG AGENT
8/22/2011			20-2449	3.89	L/D PHONE CHRGS-JUNE 2011 AMBULANCE
8/22/2011			20-2449	0.16	L/D PHONE CHRGS-JUNE 2011 FACILITIES
8/22/2011			20-2449	26.43	L/D PHONE CHRGS-JUNE 2011 AIRPORT
8/22/2011			20-2449	44.44	L/D PHONE CHRGS-JUNE 2011 FIRE/RESCUE
8/22/2011			20-2449	1.32	L/D PHONE CHRGS-JUNE 2011 VFD
8/22/2011			20-2449	45.52	L/D PHONE CHRGS-JUNE 2011 COMMUNITY SERVICES

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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/22/2011	130594...	FLAGLER CO BCC POOLED-PHONE ACCOUNT...	20-2449	0.35		L/D PHONE CHRGS-JUNE 2011 E-911 SERVICE
8/22/2011			20-2449	8.53		L/D PHONE CHRGS-JUNE 2011 PC LIBRARY
8/22/2011			20-2449	1.22		L/D PHONE CHRGS-JUNE 2011 HAMMOCK VFD
8/22/2011			20-2449	0.57		L/D PHONE CHRGS-JUNE 2011 LAW LIBRARY
8/22/2011			20-2449	1.27		L/D PHONE CHRGS-JUNE 2011 FLIGHT OPERATIONS
8/22/2011			2C-0180	17.18		LOCAL PHONE CHGS-JUN 2011 FIRE RESCUE
				4,045.33		
8/22/2011	130595	FLAGLER CO BCC TRANSPORTATION SRVS	1957	13,836.13		(833)T-3 TRIPS-JAN 2011
8/22/2011			1961	13,288.00		(800)T-3 TRIPS-FEB 2011
				27,124.13		
8/22/2011	130596	FLAGLER CO CHAMBER OF COMMERCE	10	13,999.14		BI-MNTHLY REIMB:STAFF & FULFILLMENT-JULY 2011
				13,999.14		
8/22/2011	130597	FLAGLER CO SCHOOL BRD-ADULT	6012	495.00		ADULT DAY CARE SRVCS FOR F.NAPOLITANO-JULY 2011
				495.00		
8/22/2011	130598	FLAGLER COUNTY UTILITIES	681-691 0711	132.45		VARN PARK JULY 2011
				132.45		
8/22/2011	130599	FLORIDA HEALTH CARE PLANS INC	11905710	69.68		SS INDIGENT HEALTH [REDACTED]
8/22/2011			12274580	69.68		SS INDIGENT HEALTH [REDACTED]
8/22/2011			13281740	69.68		SS INDIGENT HEALTH [REDACTED]
8/22/2011			13666430	69.68		SS INDIGENT HEALTH [REDACTED]
				278.72		
8/22/2011	130600	FLORIDA PARK FAMILY DENTISTRY, PA	FU0043	140.40		SS INDIGENT HEALTH-DENTAL [REDACTED]

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for the week ending 8/19/2011**

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				140.40	
8/22/2011	130603	FLORIDA POWER & LIGHT	0339175218 0711	311.78	WWTP@EAGLE LAKES JUL 01 2011-AUG 01 2011
8/22/2011			0388882060 0711	18.56	ARENA JUL 05 2011-AUG 02 2011
8/22/2011			0391509833 0711	67.31	AIRPORT SS 400W JUL 06 2011-AUG 03 2011
8/22/2011			0392507869 0711	66.50	AIRPORT SS 450W JUL 06 2011-AUG 03 2011
8/22/2011			0687405688 0711	188.71	HAMMOCK COMMUNITY CENTER JUN 24 2011-JUL 25 2011
8/22/2011			0700308471 0711	476.66	FCRA CATTLEMEN HALL JUL 05 2011-AUG 02 2011
8/22/2011			1084966405 0711	16.46	OL @ LAW LIBRARY JUL 07 2011-AUG 04 2011
8/22/2011			1139620247 0711	1,243.33	1769 E. MOODY BLVD-BLDG #5 JUL 07 2011-AUG 04 2011
8/22/2011			1259200911 0711	49.95	MOODY BOAT LAUNCH RSTRMS JUL 08 2011-AUG 05 2011
8/22/2011			1276786025 0711	73.47	HIDDEN TRAILS COMM CENTER JUN 27 2011-JUL 26 2011
8/22/2011			1319506828 0711	63.48	201 AIRPORT RD FUELFARM JUL 06 2011-AUG 03 2011
8/22/2011			1329501892 0711	474.61	AIRPORT SS JUL 06 2011-AUG 03 2011
8/22/2011			1343503858 0711	647.64	AIRPORT WS 900S JUL 06 2011-AUG 03 2011
8/22/2011			1419360480 0711	23.32	AIRPORT LTS WEST JUL 06 2011-AUG 03 2011
8/22/2011			1589802519 0711	1,147.31	AG CENTER JUL 05 2011-AUG 02 2011
8/22/2011			1599589338 0711	17.75	AIRPORT LTS EAST JUL 06 2011-AUG 03 2011
8/22/2011			1606405635 0711	23.32	MALACOMPRA END BATH JUN 24 2011-JUL 25 2011
8/22/2011			1844764587 0711	50.34	FCRA FFA RSTRM LIGHTS JUL 05 2011-AUG 02 2011
8/22/2011			2087723538 0711	26.25	S.OLD DIXIE HWY PARK JUL 01 2011-AUG 01 2011
8/22/2011			2172850535 0711	22.71	TENNIS COURTS ON A1A JUN 29 2011-JUL 28 2011
8/22/2011			2215939196 0711	7.67	ESPANOLA RSTRM/BASKETBALL JUL 05 2011-AUG 02 2011
8/22/2011			2479609303 0711	96.76	VETERANS SERVICES JUL 07 2011-AUG 04 2011
8/22/2011			2484209941 0711	107.08	KORONA FIRE STATION #31 JUL 06 2011-AUG 03 2011
8/22/2011			2561507688 0711	13.53	VARN PARK RESTROOMS JUN 24 2011-JUL 25 2011
8/22/2011			2651645315 0711	10.35	1307 E.HOWE ST.(CLEGG) JUL 07 2011-AUG 04 2011
8/22/2011			2687480067 0711	498.76	CONCESSION ARENA JUL 05 2011-AUG 02 2011
8/22/2011			2700296276 0711	142.39	BOOSTER STA@3610 N.OCNSHR JUL 08 2011-AUG 05 2011
8/22/2011			2795243464 0711	8.28	RSTRM @ SHELLBLUFF JUL 05 2011-AUG 02 2011
8/22/2011			2860972260 0711	137.95	PW SEC.FAC-BENJIS HOUSE JUL 07 2011-AUG 04 2011
8/22/2011			3044709560 0711	94.89	EOC/PW STORAGE FACILITY JUL 01 2011-AUG 01 2011
8/22/2011			3100731375 0711	36.08	FCRA SFTBALL FIELD 5 PUMP JUL 05 2011-AUG 02 2011
8/22/2011			3170898138 0711	23.95	CARVER GYM O/L JUL 07 2011-AUG 04 2011

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/22/2011	130603...	FLORIDA POWER & LIGHT ...	3298621099 0711	12.22	ESPANOLA STATION #51 JUL 05 2011-AUG 02 2011
8/22/2011			3345593069 0711	679.92	240 STARBOARD DR-SEWER #1 JUL 08 2011-AUG 05 2011
8/22/2011			3469710234 0711	95.89	FCRA EXHIBIT HALL @ CR13 JUL 05 2011-AUG 02 2011
8/22/2011			3492801240 0711	49.75	BINGS BAIT SHOP JUN 24 2011-JUL 25 2011
8/22/2011			3560494068 0711	600.73	240 STARBOARD DR-SEWER #2 JUL 08 2011-AUG 05 2011
8/22/2011			3635083011 0711	8.88	5885 E.HWY 100-ATCT GATE JUL 06 2011-AUG 03 2011
8/22/2011			3656315029 0711	20.89	HIDDEN TRAILS PUMPHOUSE JUN 27 2011-JUL 26 2011
8/22/2011			3769903505 0711	15.13	3468 N.OCNSHR BLVD-PUMP JUL 08 2011-AUG 05 2011
8/22/2011			3806901298 0711	46.51	LIFT STATION @ WWTP JUL 08 2011-AUG 05 2011
8/22/2011			3938961087 0711	621.04	HAMMOCK FIRE STATION #41 JUN 29 2011-JUL 28 2011
8/22/2011			3967597109 0711	157.39	AIRPORT RD O/L ES100 S100 JUL 06 2011-AUG 03 2011
8/22/2011			4144507755 0711	201.73	RIMA RIDGE FIRE STA.#81 JUN 24 2011-JUL 25 2011
8/22/2011			4397681067 0711	9.39	ARENA IRRIGATION JUL 05 2011-AUG 02 2011
8/22/2011			4580691493 0711	28.67	AIRPORT ENTRANCE SIGN JUL 06 2011-AUG 03 2011
8/22/2011			4812011007 0711	50.83	FCRA BASEBL FIELD 4 JUL 05 2011-AUG 02 2011
8/22/2011			4914980497 0711	7,125.38	ENERGY PLANT@1769 E.MOODY JUL 07 2011-AUG 04 2011
8/22/2011			4914980497 0711	7,125.37	ENERGY PLANT@1769 E.MOODY JUL 07 2011-AUG 04 2011
8/22/2011			4970869287 0711	89.90	1000 AVIATION DR-E.HANGAR JUL 23 2011-AUG 03 2011
8/22/2011			5078174520 0711	9.07	OL @ OKR SCALEHOUSE JUL 13 2011-AUG 10 2011
8/22/2011			5078800983 0711	98.63	FCRA BASEBL FIELDS 1,2,3 JUL 05 2011-AUG 02 2011
8/22/2011			5082809988 0711	126.45	FCRA BASEBALL CONCESSION JUL 05 2011-AUG 02 2011
8/22/2011			5099803925 0711	10.88	O/L@FCRA FAIRGROUNDS JUL 05 2011-AUG 02 2011
8/22/2011			5108331538 0711	143.53	BINGS CARETAKERS RESIDNCE JUN 24 2011-JUL 25 2011
8/22/2011			5456645471 0711	11.12	MARINELAND RV POOL&RSTRM JUN 29 2011-JUL 28 2011
8/22/2011			5745095140 0711	172.20	PW MAINTENANCE BLDG #9 JUL 07 2011-AUG 04 2011
8/22/2011			6002807961 0711	807.59	FCRA SOFTBALL FIELD 6,7,8 JUL 05 2011-AUG 02 2011
8/22/2011			6003805998 0711	102.02	FCRA SOFTBALL CONCESSION JUL 05 2011-AUG 02 2011
8/22/2011			6137904931 0711	137.05	ST JOHNS COMMUNITY CENTER JUL 05 2011-AUG 02 2011
8/22/2011			6138902967 0711	277.02	ST JOHNS PARK STATION 71 JUL 05 2011-AUG 02 2011
8/22/2011			6479559269 0711	259.59	OLD POST OFFICE-LAW LIBRY JUL 07 2011-AUG 04 2011
8/22/2011			6725980293 0711	386.76	150 AVIATION DR-GINN HNGR JUL 06 2011-AUG 03 2011
8/22/2011			7027465041 0711	575.96	AIRPORT/AMB EXPANSION JUL 06 2011-AUG 03 2011
8/22/2011			7406479332 0711	29.07	16TH ROAD RESTROOMS JUN 29 2011-JUL 28 2011
8/22/2011			7425957136 0711	35.23	LIFTSTATION@131 AIRPRT RD JUL 06 2011-AUG 03 2011

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/22/2011	130603...	FLORIDA POWER & LIGHT ...	7567185124 0711	86.47	1769 E.MOODY-IRRIGTN PUMP JUL 07 2011-AUG 04 2011
8/22/2011			7568402643 0711	22.89	RSTRMS @ JUNGLE HUT JUN 29 2011-JUL 28 2011
8/22/2011			7681055310 0711	41.31	STREET LGHT@WADSWORTH PRK JUL 05 2011-AUG 02 2011
8/22/2011			7865898345 0711	7.07	FAIRGROUNDS PUMP HOUSE JUL 05 2011-AUG 02 2011
8/22/2011			8004181106 0711	9.69	FCRA SOFTBALL PUMP HOUSE JUL 05 2011-AUG 02 2011
8/22/2011			8670235418 0711	81.64	AIRPORT HANGARS JUL 06 2011-AUG 03 2011
8/22/2011			8693300611 0711	94.15	BINGS REAR RESTROOMS JUN 24 2011-JUL 25 2011
8/22/2011			8754648304 0711	116.76	ESPANOLA COMMUNITY CENTER JUL 05 2011-AUG 02 2011
8/22/2011			8969478208 0711	9,858.91	GSB JUL 07 2011-AUG 04 2011
8/22/2011			9026802992 0711	352.59	ESPANOLA VFD SIREN #51 JUL 05 2011-AUG 02 2011
8/22/2011			9235752210 0711	56.73	O/L@HIDDEN TRLS COMM CNTR JUN 27 2011-JUL 26 2011
8/22/2011			9462521015 0711	509.11	AIR TRAFFIC CONTROL TOWER JUL 06 2011-AUG 03 2011
8/22/2011			9632602984 0711	848.11	DAYTONA NORTH SRVC DSTRCT JUL 05 2011-AUG 02 2011
8/22/2011			9647602979 0711	150.35	201 AIRPRT RD STREETLGHTS JUL 05 2011-AUG 02 2011
8/22/2011			9846702190 0711	158.31	MARINELAND CARETKRS HOUSE JUN 29 2011-JUL 28 2011
				38,703.03	
8/22/2011	130604	FORNELL ENTERPRISES INC.	82177	232.28	AEROSHELL W100 PLUS
				232.28	
8/22/2011	130605	HARTFORD LIFE & ACCIDENT INSURANCE	677792 0811	1,920.38	AUG 2011 BILLING FOR BASIC LIFE & BASIC AD&D
				1,920.38	
8/22/2011	130606	HENRY SCHEIN MATRX MEDICAL	1062115-02	119.58	DEMEROL INJ FOR AMBULANCE
8/22/2011			1144274-01	250.80	MIDAZOLAM HCL INJ FOR AMBULANCE
8/22/2011			15314823	(28.50)	CR REF INV#3791025-05,RTN PROCAINAMIDE HCL INJ
8/22/2011			15314826	(83.40)	CR REF INV#1062115-02,RTN DEMEROL INJ
8/22/2011			15327598	(106.80)	CR REF INV#1144274-01,RTN MIDAZOLAM HCL INJ
8/22/2011			1669806-01	1,216.35	SYRINGES,NALOXONE HCL INJ &BODY STRAP SETS-AMBULANCE
8/22/2011			2137297-01	1,039.40	MEDI STRIPS,ATROPINE,EPI- NEPHRN,DEXTROSE-AMBULANCE
8/22/2011			3791025-05	44.28	PROCAINAMIDE HCL INJ FOR AMBULANCE
8/22/2011			5844254-03	250.00	VECURONIUM BROM SDV FOR THE AMBULANCE
8/22/2011			5844254-04	440.00	AMIDATE ABJ LFS SYR 20ML FOR AMBULANCE

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/22/2011	130606	HENRY SCHEIN MATRX MEDICAL...	5844254-05	440.00	AMIDATE ABJ LFS SYR 20ML FOR AMBULANCE
8/22/2011			6062569-01	239.50	NIBP HOSE COILED FOR AMBULANCE
8/22/2011			6062569-02	230.40	REUSABLE ADULT BP CUFFS FOR AMBULANCE
				4,051.61	
8/22/2011	130607	HOGAN'S GLASS CORPORATION	42160	695.00	FURNISH&INSTALL STOREFRNT DOOR & FRAME @ GSB
				695.00	
8/22/2011	130608	HOSPIRA WORLDWIDE, INC.	915979335	3,960.00	(2)INFUSION PUMPS FOR FIRE RESCUE
8/22/2011			915979335	15.97	SHIPPING CHRG FOR (2) INFUSION PUMPS-FIRE/RESCU
				3,975.97	
8/22/2011	130609	INGRAM LIBRARY SERVICES	00094076	56.00	REFERENCE BOOKS FOR THE LIBRARY
8/22/2011			00204022	401.15	MISC REFERENCE BOOKS FOR THE LIBRARY
				457.15	
8/22/2011	130610	KAREN EATON	029420	15.00	LOST LIBRARY CD/BOOK FEE REFUND
				15.00	
8/22/2011	130611	KNOX COMPANY	INV00432446	1,005.00	MEDVAULT SURFACE MOUNT FOR FIRE/RESCUE
8/22/2011			INV00433989	573.00	KNOX BOX KEY SECURE WITH STROBE W/AUDIT TRAIL
				1,578.00	
8/22/2011	130612	KROL (VFD), JOHN	029424	140.00	KORONA VFD REIMBURSEMENT APR,MAY,JUNE 2011
				140.00	
8/22/2011	130613	MANSFIELD OIL CO INC.	535502	26,722.70	ULSD 15 CLEAR PO NUM 018480
8/22/2011			560702	26,801.98	87 UNL W/10% ETH PO NUM 018480
				53,524.68	
8/22/2011	130614	MARINE RESCUE PRODUCTS, INC.	23154A	1,790.00	SOFT-TOP RESCUE BOARDS FOR FIRE/RESCUE
8/22/2011			23154A	190.00	SHIPPING&HANDLING FOR RESCUE BOARDS-FIRE/RESCUE

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Invoices Processed for the week ending 8/19/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/22/2011	130615	MEDIQUICK URGENT CARE CENTERS INC	101605-1	105.00		PRE-EMP DRUG & PHYSICAL TANNER ST. JAMES, FIRE/RSCU
				1,980.00		
				105.00		
8/22/2011	130616	MEMORIAL HOSPITAL FLAGLER INC	006900338923	69.68		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900344220	108.27		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900344949	69.68		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900345704	69.68		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900346260	108.77		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900346811	23.10		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900347642	200.96		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900347725	328.64		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900348640	161.66		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900349067	104.77		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900349168	200.96		SS INDIGENT HEALTH [REDACTED]
8/22/2011			006900351129	54.83		SS INDIGENT HEALTH [REDACTED]
8/22/2011			6445250	141.56		EMPLOYEE DRUG SCREEN HERSHEL CODY KING, EMS
8/22/2011			6468161-001	1,128.29		SS INDIGENT HEALTH [REDACTED]
				2,770.85		
8/22/2011	130617	MOCK-VFD, DANETTE T	029429	20.00		ST JOHNS PK VFD REIMB. APR, MAY, JUNE 2011
				20.00		
8/22/2011	130618	MORSE, ERIC (VFD)	029432	180.00		ST JOHNS PK VFD REIMB. APR, MAY, JUNE 2011
				180.00		
8/22/2011	130619	NEUROLOGY CARE INC	00000015480	200.96		SS INDIGENT HEALTH [REDACTED]
8/22/2011			00000015480-1	139.16		SS INDIGENT HEALTH [REDACTED]
				340.12		
8/22/2011	130620	NEXTEL COMMUNICATIONS	162098724-080	52.50		FIRE RESCUE 7/09/11-8/08/11

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

Date: 8/24/2011

Invoices Processed for the week ending 8/19/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/22/2011	130620...	NEXTEL COMMUNICATIONS...	162098724-080	147.28		ADMINISTRATION 7/09/11-8/08/11
8/22/2011			162098724-080	19.41		COMMUNITY RESOURCES 7/09/11-8/08/11
8/22/2011			162098724-080	252.00		PARKS AND RECREATION 7/09/11-08/08/11
				471.19		
8/22/2011	130621	PALM HARBOR ORTHOPEDICS PA	49559.11	411.44		SS INDIGENT HEALTH [REDACTED]
				411.44		
8/22/2011	130622	PATTON, ALEX	029431	660.00		ST JOHNS PK VFD REIMB. APR, MAY, JUNE 2011
				660.00		
8/22/2011	130623	PLANTATION BAY UTILITY COMPANY	7000 0711	260.13		OLD DIXIE HIGHWAY LOT 4 JULY 2011
				260.13		
8/22/2011	130624	PREFERRED GOVERNMENTAL INS TRUST	EPNM180924B	29.00		PACKAGE DEDUCTIBLE BILLED RODNEY AUSTIN-180924
				29.00		
8/22/2011	130625	PRIMECARE PL	003682	962.20		SS INDIGENT HEALTH [REDACTED]
8/22/2011			003682-1	229.33		SS INDIGENT HEALTH [REDACTED]
8/22/2011			003682-2	103.28		SS INDIGENT HEALTH [REDACTED]
8/22/2011			003682-3	246.01		SS INDIGENT HEALTH [REDACTED]
8/22/2011			003682-4	103.28		SS INDIGENT HEALTH [REDACTED]
				1,644.10		
8/22/2011	130626	ROUNTREE TURF & ORNAMENTAL MGT INC	11836	10,530.50		GROUNDS MAINTENANCE FACILITIES-AUG 2011
8/22/2011			11836	1,741.50		GROUNDS MAINTENANCE PARKS-AUGUST 2011
8/22/2011			11836	1,334.00		GROUNDS MAINTENANCE GSB-AUGUST 2011
				13,606.00		
8/22/2011	130627	ROZIER'S OIL CO INC	7743	1,666.95		MOBIL FLEET 15W40 PO NUM 018484

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for the week ending 8/19/2011**

Date: 8/24/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				1,666.95		
8/22/2011	130628	RUSSELL ORTHOPEDIC CENTER PA	11421	69.68		SS INDIGENT HEALTH [REDACTED]
				69.68		
8/22/2011	130629	RYONE, TODD	029423	140.00		KORONA VFD REIMBURSEMENT APR, MAY, JUNE 2011
				140.00		
8/22/2011	130630	SCHALK (VFD), SCOTT ALLAN	029427	190.00		KORONA VFD REIMBURSEMENT APR, MAY, JUNE 2011
				190.00		
8/22/2011	130631	SOVEREIGN MEDICAL, LLC.	17241	8,111.60		MISC MEDICAL SUPPLIES FOR AMBULANCE
				8,111.60		
8/22/2011	130632	ST JOHNS RIVER WATER MANAG DIS	16-035-76127-21	1,180.00	G	PERMIT FEE: PETITION FOR FORMAL WETLAND DETERMINATION
				1,180.00		
8/22/2011	130633	STAPLES ADVANTAGE	3156632755	815.58		MISC OFFICE SUPPLIES FOR GUARDIAN AD LITEM
8/22/2011			3156632756	6.91		RETRACT HI-LITER FOR GAL
8/22/2011			3156632757	35.98		MINI SURGE/USB CHRGR-GAL
				858.47		
8/22/2011	130634	STERICYCLE INC.	1002585809	120.00		MEDICAL WASTE DISPOSAL @ STA.#16 AND STA.#21
8/22/2011			1002598125	59.00		MEDICAL WASTE DISPOSAL @ STA #92, 130 AIRPORT RD
8/22/2011			1002619621	69.00		MEDICAL WASTE DISPOSAL @ STATION 21
8/22/2011			1002653839	69.00		MEDICAL WASTE DISPOSAL @ HALIFAX STATION #16
8/22/2011			1002666043	59.00		MEDICAL WASTE DISPOSAL @ STATION #92
8/22/2011			1002678200	(9.00)		CR REF INV#1002653839 FOR SERVICE CHR
8/22/2011			1002678204	(9.00)		CR REF INV#1002619621 FOR SERVICE CHR
8/22/2011			1002678267	(18.00)		CR REF INV#1002598125 & 1002666043 FOR SRVC CHRGS
8/22/2011			1002702661	50.00		MEDICAL WASTE DISPOSAL @ HALIFAX STATION #16

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

Date: 8/24/2011

Invoices Processed for the week ending 8/19/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/22/2011	130634...	STERICYCLE INC....	1002737707	50.00		MEDICAL WASTE DISPOSAL @ STATION #92
				440.00		
8/22/2011	130635	STITCH ART INC	2740	564.00		GRAY,NAVY,LT.BLUE T-SHRTS LOGO&SCREEN PRINTED-FLEET
8/22/2011			2740	564.00		GRAY,NAVY,LT.BLUE T-SHRTS LOGO&SCREENPRINTD-FACILTES
8/22/2011			2740	564.00		GRAY,NAVY,LT.BLUE T-SHRTS LOGO&SCREENPRINTED-PARKS
8/22/2011			2740	564.20		GRAY,NAVY,LT.BLUE T-SHRTS LOGO&SCRPRINTED-UTILITES
				2,256.20		
8/22/2011	130636	SYMETRA LIFE INSURANCE COMPANY	16-010830 0811	43,161.23		AUGUST 2011 BILLING FOR STOP LOSS
				43,161.23		
8/22/2011	130637	USA MOBILITY WIRELESS INC	U0604129H	171.20		TEXT MSSGNG PAGER SRVC FOR FIRE/RESCUE-AUG 2011
				171.20		
8/22/2011	130638	VOLUSIA ANESTHESIOLOGY ASSOC	00561357-1-1	101.49		SS INDIGENT HEALTH [REDACTED]
				101.49		
8/22/2011	130639	WOODY'S SEPTIC TANK SERVICE	81775	1,200.00		SLUDGE REMVL FROM BBWWTP 7/28/11
				1,200.00		
8/22/2011	130640	WRIGHT EXPRESS FINANCIAL SVCS CORP	26213023	930.08		EMS FUEL FLEET CARD CHRGS MAY 2011
8/22/2011			26213023	1,097.01		EMS FUEL FLEET CARD CHRGS DURING WILDFIRES-MAY 2011
8/22/2011			26213023	185.00	G	EMS FUEL FLEET CARD CHRGS S.EUBANKS-HRRCN CONF-5/11
8/22/2011			26485947	600.92		EMS FUEL FLEET CARD CHRGS JUNE 2011
				2,813.01		
8/22/2011	130641	Z-BEST	029320	568.98		(2)BLACK SOFAS FOR CARVER GYM
				568.98		

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

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8/22/2011	130642	ZASLAVSKY-VFD, DAVID	029428	390.00	KORONA VFD REIMBURSEMENT APR,MAY,JUNE 2011
390.00					
8/22/2011	130643	ZENO OFFICE SOLUTIONS, INC.	463	1,791.24	RPLCE DRUM & DEVELOPER EQUIP ID #JR35
1,791.24					
8/22/2011	130647	FLAGLER CO BCC POOLED CASH PCARD	0108 AUG 11	14.22	DRINKING WATER FOR THE LANDFILL-JUNE 2011
8/22/2011			0108 AUG 11	49.95	ATT#Q32-8670 0611,INTERNT SVC@LANDFILL-JUNE 2011
8/22/2011			0719 AUG 11	189.00	SOCKET SET FOR TRUCK #805
8/22/2011			1637 JUL 11	218.62	PLAYSAND,PALLET CHAR. FOR OLD MOODY
8/22/2011			1873 AUG 11	49.48	TOILET SEATS,NUTS,WSHRS
8/22/2011			1873 AUG 11	9.24	3/8 BIT
8/22/2011			1873 AUG 11	6.29	1 COAT PAINTBRUSH
8/22/2011			1873 AUG 11	3.59	GREAT STUFF
8/22/2011			1873 AUG 11	24.29	EXT SAT LTX PAINT
8/22/2011			1873 AUG 11	25.75	FITTING,MTL FRAMING CHNNL FLEX CPLG
8/22/2011			1873 AUG 11	72.91	BLADE SET,RECIP BLADES, SHK DRILL BIT SET
8/22/2011			1873 AUG 11	13.49	STEEL ANGLE
8/22/2011			1873 AUG 11	6.37	1-1/2 STRAIGHT COUPLING
8/22/2011			1873 AUG 11	24.25	FLEX COUPLES,SS RING CLST ANTISIPHON SLOAN RPR
8/22/2011			1873 AUG 11	20.21	STRAINER BASKET,COUPLES, TEES
8/22/2011			1873 AUG 11	26.99	100W POWER INVERTER
8/22/2011			1900 AUG 11	16.17	SPRAYPAINT,PAINTBRUSH FOR BASEBALL PARK
8/22/2011			1900 AUG 11	14.38	PAINT THINNR,ROLLER,ROLLR COVER-BASEBALL PARK
8/22/2011			1900 AUG 11	26.99	SPRAYPAINT FOR WADSWORTH PARK
8/22/2011			1900 AUG 11	4.49	FOAM ROLLER COVER FOR WADSWORTH PARK
8/22/2011			1900 AUG 11	8.99	SPRAYPAINT FOR WADSWORTH PARK
8/22/2011			1900 AUG 11	8.98	ROLLER CVRS,ROLLER FRAMES FOR WADSWORTH PARK
8/22/2011			1900 AUG 11	368.95	SAFETY YELLOW PAINT,EXT. PAINT
8/22/2011			1900 JUL 11	3.49	HAND CLEANER
8/22/2011			1900 JUL 11	61.16	SHERCRETE REPR ADH
8/22/2011			1900 JUL 11	134.00	LTX PAINT FOR WADSWORTH PARK
8/22/2011			1900 JUL 11	57.96	SLIP RESISTANT ADDITIVE, JOINT FILLER

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

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/22/2011	130647...	FLAGLER CO BCC POOLED CASH PCARD...	1900 JUL 11	402.00		LTX PAINT
8/22/2011			1900 JUL 11	14.38		FROG TAPE
8/22/2011			1900 JUL 11	38.36		SLIP RESISTANT ADDITIVE
8/22/2011			2538 AUG 11	13.02		UNIFRM RNTL/CLNG SVC-7/21 PW/ADMIN
8/22/2011			2538 AUG 11	106.17		UNIFRM RNTL/CLNG SVC,7/21 PAVED & UNPAVED
8/22/2011			2538 AUG 11	106.17		UNIFRM RNTL/CLNG SVC,6/30 PAVED & UNPAVED
8/22/2011			2538 AUG 11	13.02		UNIFRM RNTL/CLNG SVC-6/30 PW/ADMIN
8/22/2011			2538 AUG 11	104.68		ARGON GAS,FUEL & HAZMAT FLAT RATES
8/22/2011			2538 AUG 11	74.20		MECH WELDING GLOVES
8/22/2011			2538 AUG 11	14.51		CD/DVD COLOR SLIM CASE FOR PW ADMIN
8/22/2011			2987 AUG 11	55.88		SHOP TOWEL,FENDR CVR RNTL & CLNG,FLEET-7/14/11
8/22/2011			2987 AUG 11	568.32		SEWER DEGREASER FOR UTILITIES
8/22/2011			2987 AUG 11	17.61		SHOP TOWEL,FENDR CVR RNTL CLNG SVC,7/13-FLEET
8/22/2011			2987 AUG 11	14.04		(5.4)GALLONS PROPANE FOR FAIRGROUNDS KITCHEN-6/21
8/22/2011			2987 AUG 11	300.00		2011/12 UPLAND LEASE FEE FDEP-LEHIGH GRNWAY RL TRL
8/22/2011			3369 AUG 11	11.68		INCAN:BULB,FLUR BULB
8/22/2011			3369 JUL 11	72.70		CUTTER BLADE,SAW CHAIN, MISC SCRWS,BOLTS,SPRCKETS
8/22/2011			3967 JUN 11	35.00		CONF REGIS:ULI,JACKSONVILLE 6/8/11,COMM.HOLLAND
8/22/2011			4155 JUL 11	70.17		TIEDOWN RATCHETS
8/22/2011			4155 JUL 11	2.68		DEODRZR BAKING SODA
8/22/2011			5361 AUG 11	22.49		ROUNDUP
8/22/2011			5361 AUG 11	8.07		ELEC TAPE,DUCT TAPE
8/22/2011			5361 AUG 11	2.69		QUIET TIP EAR PLUGS FOR PARKS
8/22/2011			5361 AUG 11	4.49		OIL FOR PARKS
8/22/2011			5361 JUL 11	9.89		LG 6-IN-1 INCH HEXKEY TOOL
8/22/2011			5361 JUL 11	1.50		NUTS AND BOLTS
8/22/2011			5708 AUG 11	35.52		DRINKING WATER,TRASH BAGS FOR THE AIRPORT
8/22/2011			5708 AUG 11	5.91		MISC ELBOWS-PLUMBING PRTS FOR THE AIRPORT
8/22/2011			5858 JUL 11	23.38		SAW,SOCKET SET-TRUCK STOCK#982
8/22/2011			5858 JUL 11	2.78		COPPER TUBING TRUCK STOCK #982
8/22/2011			5858 JUL 11	133.17		EXT LTX PAINT,KEY RING, PADS-WDSWRTH HNDLBL COURT
8/22/2011			5858 JUL 11	7.16		COARSE GRIT PREP PADS FOR WADSWORTH HANDBALL COUR
8/22/2011			5972 JUL 11	13.49		BLOWGN W/RUBBR TIP FOR PARKS DEPT
8/22/2011			5972 JUL 11	6.29		MALE COUPLER FOR PARKS

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/22/2011	130647...	FLAGLER CO BCC POOLED CASH PCARD...	7369 AUG 11	5.30	MOTH BALLS FOR PARKS
8/22/2011			7369 AUG 11	24.50	COB WEB DUSTRS,TILE BRSHS IRON HANDLES
8/22/2011			7369 AUG 11	6.00	STICK UP DEODORIZERS
8/22/2011			7393 AUG 11	65.77	COLLAR,BOX,DCTBOARDS,CEIL GRLS-BINGS BAIT SHOP
8/22/2011			7393 AUG 11	27.84	HX NUT,FLT WSHR,THREADROD
8/22/2011			7393 AUG 11	16.19	3-FT.PICKUP TOOL
8/22/2011			7393 AUG 11	82.02	ADHESIVE,SELF-STICK,DUCT SLNT-HEALTH DEPT
8/22/2011			7393 AUG 11	105.00	(4)22 X 22 MAGNETIC SIGNS FOR FACILITIES
8/22/2011			7393 AUG 11	25.98	FLEX DUCT FOR GSB-3RD FLR
8/22/2011			7393 AUG 11	10.87	NYLON TIE
8/22/2011			7393 AUG 11	58.94	CUTTER,CUTTER BITS
8/22/2011			7393 AUG 11	(352.39)	CYL DEPOSIT CREDITS
8/22/2011			7393 AUG 11	125.94	CEILING DIFFUSER,FLTR GRL TAB LOCK COLLAR,DAMPR-GSB
8/22/2011			7393 AUG 11	23.74	BTTRFLY DMPR FOR ENGINRNG DEPT@GSB
8/22/2011			7393 AUG 11	17.06	NO NATZ,LIQ WRNCH SPRY, LUB DRY,GREASE
8/22/2011			7393 AUG 11	2.85	MISC NUTS AND BOLTS
8/22/2011			7828 AUG 11	118.73	SUNSHADE FOR FCT-88
8/22/2011			7828 AUG 11	20.90	LIGHTING KNOB FOR FCT-73
8/22/2011			7828 AUG 11	132.12	MISC FASTENERS,WASHERS FOR FLEET SHOP USE
8/22/2011			7828 AUG 11	90.73	SENSOR,CAP FOR FCT-78
8/22/2011			7828 AUG 11	241.82	BRAKE PADS,ROTORs FOR FCT-78
8/22/2011			7828 AUG 11	48.33	IDLE AIR CNTRL VALVE FOR VEH #408
8/22/2011			7828 AUG 11	587.25	REMOVE,CHECK&RESEAL TRANS MISSION FOR FAC.VEH#768
8/22/2011			7828 AUG 11	683.31	ALTERNATOR ASY FOR FCT-76
8/22/2011			7828 AUG 11	170.00	REBUILD ALTERNATOR FOR FCT-80
8/22/2011			7828 AUG 11	246.98	NO DRILL VEH LAPTOP MOUNT FOR FACILITIES VEH #1010
8/22/2011			7828 JUL 11	100.00	REFINISH,PRIME&PAINT TOOL BOX DOOR-PARKS VEH#8061
8/22/2011			7828 JUL 11	587.25	REMV,CHECK&RESEAL TRNSMSN PARKS VEH #800
8/22/2011			8589 JUL 11	32.92	BRAKE PAD SET FOR E-911 VEH #408
8/22/2011			8669 AUG 11	5.38	PVC TEE,BOILR VALV
8/22/2011			8935 JUL 11	374.00	TENNIS NETS W/CNTR STRAPS SHPPNG & HNDLNG
8/22/2011			8935 JUL 11	726.00	MAX AEROSOL WHITE,BLACK FOR PARKS
8/22/2011			8935 JUL 11	(19.11)	CR REF TXN25245,5/23/11, SALES TAX CREDIT
8/22/2011			9247 AUG 11	479.98	(2)ECHO TRIMMERS FOR PARKS DEPT

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8/22/2011	130647	FLAGLER CO BCC POOLED CASH PCARD...	9247 AUG 11	15.92	MISC NUTS & BOLTS,HITCH PIN FOR PARKS
8/22/2011			9247 AUG 11	23.80	CORRUGATED PIPE HANCOR
8/22/2011			9247 AUG 11	10.78	PVC ADAPTR,MARKING PAINT FOR PARKS
8/22/2011			9247 AUG 11	29.68	SOCKETS,ADAPTERS FOR KUBOTA MOWER-PARKS DEPT
8/22/2011			9247 AUG 11	2.98	COMBO STENCILS FOR PARKS
8/22/2011			9247 AUG 11	47.82	TOP CHOICE TREATED LUMBER FOR PARKS
8/22/2011			9247 JUL 11	7.96	SPRAYPAINT FOR WADSWORTH PARK
8/22/2011			9247 JUL 11	142.96	TENSION BAR,4 FT.CHAIN LINK FENCE-WADSWORTH PK
8/22/2011			9247 JUL 11	428.88	TENSION BAR,4 FT BALCK CHAIN LNK FNCE-WDSWRTH PK
8/22/2011			9247 JUL 11	10.98	WASP SPRAYS FOR JNGLE HUT TRAIL
8/22/2011			9359 AUG 11	100.48	PULLEY TENS FOR PARKS VEH #1058
8/22/2011			9359 AUG 11	96.44	CARBURETOR FOR ECHO BLOWR
8/22/2011			9359 AUG 11	49.61	6 POLE KEYSWITCH FOR PARKS VEH #824
8/22/2011			9359 AUG 11	200.05	MULTI BELTS FOR PARKS VEH #1058
8/22/2011			9359 AUG 11	51.59	STARTER ROPE FOR FLEET SHOP SUPPLY TO RPR EQUIP
8/22/2011			9359 AUG 11	65.61	CARBURETOR FOR PARKS ECHO WEED EATER
8/22/2011			9359 AUG 11	82.62	SPRK PLG COIL,CAP,THRITTLE BRCKT SET,COIL-WEEDEATER
8/22/2011			9359 AUG 11	37.59	CARB INSULATOR,TUBES, GASKETS-FACILITIES GENRTR
8/22/2011			9359 JUL 11	47.12	CARRIAGE BOLT,1,KNUT,ANTI SCLP WHEEL-SCAGMWR@BLLCR
8/22/2011			9359 JUL 11	53.62	PRUNER BAR CHAIN,PRNR BAR SPROCKET,WSHR,RNG-POLES/
8/22/2011			9359 JUL 11	28.59	SHEAVE,KEY STOCK FOR PORTABLE COMPRESSOR
8/22/2011			9359 JUL 11	70.79	MESSICKS SRVC MANUAL FOR PARKS VEH #1058
				10,249.70	
8/23/2011	130648	FCBCC GROUP BENEFITS (P/R)	20110826	4,322.63	PAYROLL SUMMARY
8/23/2011			20110826	6,628.70	PAYROLL SUMMARY
				10,951.33	
8/23/2011	130649	FCBCC GROUP BENEFITS FLEX PLAN	20110826	827.55	PAYROLL SUMMARY
				827.55	

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

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8/23/2011	130650	FLAGLER CO PROF FIREFIGHTERS ASSO	20110826	828.00		PAYROLL SUMMARY
				828.00		
8/23/2011	130651	FLAGLER COUNTY COCC (P/R)	20110826	12.00		PAYROLL SUMMARY
				12.00		
8/23/2011	130652	ROLFE & LOBELLO, P.A.	20110826	255.91		PAYROLL SUMMARY
				255.91		
8/23/2011	130653	UNITED WAY OF VOLUSIA-FLAGLER	20110826	13.00		PAYROLL SUMMARY
				13.00		
8/22/2011	301209	FLAGLER CO SHERIFF DEPT	029435	4,927.82		REIMB:DGG TASER,OMB GUNS, &GALLS,HANDCUFF WAREHOUS
8/22/2011			029436	1,000.00		REIMB:DONATION TO FLAG CO ROTARY CLUB-PP LEGACY PGM
				5,927.82		
8/22/2011	312979	DYER, RIDDLE, MILLS & PRECOURT, INC	0132147	41,223.96	G	PRF SVCS:SR100 SDWLK DSGN 11/29/10-6/29/11
				41,223.96		
8/22/2011	332441	MID-FLORIDA HOUSING INC	029437	500.00		REIMBURSEMENT JULY 2011
8/22/2011			029437	768.93		REIMBURSEMENT JULY 2011
8/22/2011			029437	250.00		REIMBURSEMENT JULY 2011
				1,518.93		
8/22/2011	9062822	EXPERT PAY - CHILD SUPPORT WIRE	11WTO305	2,373.83		TTL WIRE FOR WK OF 8/16/2011 PAYROLL
				2,373.83		
8/19/2011	9349634	BANK OF AMERICA - P-CARD	11WTO307	65,989.98		JULY 2011 PCARD PURCHASES

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

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				65,989.98		
8/22/2011	9392271	AMERIFLEX	11WTO308	1,804.49		AMERIFLEX DRAFT FLEX REQ 8/12/11 - 8/18/11
				1,804.49		
8/22/2011	9461001	NATIONWIDE RETIREMENT SOLUTIONS-P/R	11WTO306	5,145.77		NATIONWIDE RET SOL WK OF 8/19/2011
				5,145.77		
			Total	497,058.40		

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Linda L. Russell

From: Linda L. Russell
Sent: Monday, August 15, 2011 3:45 PM
To: Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman
Subject: FW: 07-25-2011, 08-01-2011 & 08-08-2011 minutes
Attachments: 07-25-2011.ws.pdf; 08-01-2011.r.pdf; 08-08-2011.bws.pdf

Dear Commissioners,
Please see the attached Draft Minutes for the July 25th and August 8th Budget Workshops and the August 1st Regular BOCC Meeting. Hard copies of these Minutes have been placed in your mailboxes in anticipation of the September 7th Board Meeting.
Have a good week.
Linda

From: Lisa Bates
Sent: Friday, August 12, 2011 3:24 PM
To: George Hanns; Milissa Holland; Barbara S. Revels; Alan Peterson; Nate McLaughlin
Cc: Linda L. Russell
Subject: 07-25-2011, 08-01-2011 & 08-08-2011 minutes

Good afternoon,

Please see attached.

Lisa Bates
Director of Board Records
Flagler County Clerk of Court
Kim C. Hammond Justice Center
1769 E. Moody Boulevard, Bldg. 1
Bunnell, FL 32110
386-313-4413

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 25, 2011

BUDGET WORKSHOP

Present: Chairman Alan Peterson, Vice Chair Barbara Revels, Commissioners Milissa Holland and Nate McLaughlin, Clerk Gail Wadsworth, County Administrator Craig Coffey, County Attorney Al Hadeed and Clerk's Secretary to the Board Rhea Cosgrove

Absent: Commissioner Hanns

ITEM 1 – CALL TO ORDER

Chairman Peterson called the workshop to order at 9:00 a.m. in the Emergency Operation Center of the Government Services Complex in Bunnell, Florida.

ITEM 2 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chairman Peterson led the Pledge to the Flag and requested a moment of silence.

ITEM 3 – WELCOME

Chairman Peterson announced Commissioner Hanns would be absent.

ITEM 4 – COMMUNITY OUTREACH

Jim Ulsamer, on behalf of the Library Board of Trustees, commented on charging a fee for the use of the meeting room in the Library, noting a lot of the organizations that used the room were not for profit and the Trustees did not feel the meager revenue brought in would offset the dissatisfaction.

ITEM 5 – DISCUSSION OF FISCAL YEAR 2011-2012 BUDGET

No discussion

ITEM 5A – TAX COLLECTOR

Suzanne Johnston, Tax Collector, stated she had three goals: to maximize the collections, maximize her income and reduce expenses. Noted she had reduced her budget 5% of which 3% was due to the retirement rate going down. Stated she had taken on the ambulance billing and her budget included \$150,000 for that cost.

Chairman Peterson asked if the 31 positions reduced to 30 included the two people for ambulance billing.

Tax Collector Johnston replied those two people were included in the 31 positions in the current year's budget. Explained she had one person retire and was trying to manage without that position which left her with 30 positions.

(Item 5A – continued)

Chairman Peterson questioned her operating supplies budget of zero.

Tax Collector Johnston replied the prior year's operating supply cost was totally the ambulance billing startup fees, which was in the budget amendment. Commented next year people would be able to file for their business tax receipts online which would go from \$14,000 to \$300 in cost and would be a great savings.

Commissioner Revels asked if her office was collecting more money with the ambulance billing than Per Sé had in the past.

Tax Collector Johnston replied yes, they would collect several hundred thousand dollars more. Stated she would have to meet with the BCC in order to set policy and procedure for the ambulance billing or the BCC could give that authority to the County Administrator.

Chairman Peterson replied the BCC would have to work on the issue.

Economic Development

County Administrator Coffey noted Commissioner Hanns requested the BCC delay discussions on economic development.

Reserve Funds

County Administrator Coffey handed out information on the reserve accounts and noted there was \$38,000 when they balanced the final funds and that went into reserves.

Chairman Peterson stated he had an issue with the Reserves for Fund Balance Policy being increased by \$5.6 million when the County was reducing its annual expenses year after year. Commented he would like to hold that particular reserve segment flat with no increase.

County Administrator Coffey noted the BCC had a policy to set aside 15% and that dipped down to 8% in 2010. Explained setting aside the money would get it closer to 9%. Advised there would be no money coming in for October or November and the County had to fund grants and other things out of the reserve.

Chairman Peterson stated the County never had to borrow and was cutting its expenditures, so he saw no reason to increase the reserve.

Commissioner Revels asked where the overage due to the fire emergencies would come from.

(Reserve Funds - continued)

County Administrator Coffey replied that reserve was replenished and the overages would come out of contingency. Commented they had projected that going into their estimates and there was enough left in the contingency fund to cover it.

There was further discussion on the Reserves for Fund Balance Policy.

Commissioner Revels stated she would like to see the reserve for Jail Expansion bumped up.

Chairman Peterson stated he opposed any reserves to fund and advance capital projects, but he agreed they needed to plan for jail expansion. Felt that money should be borrowed in the future because the useful life of the jail would be in the future.

Stated the County was stockpiling money on the idea that maybe it would be needed and in his opinion 8% was satisfactory.

County Administrator Coffey stated that money was used for operating expenses and grants. Stated he could have put it in Emergency/Disaster Response or Fuel but he put it in the general fund category to come closer to meeting the policy.

Commissioner McLaughlin noted that would make the money available to all of the other funds.

There was discussion on bond ratings.

Commissioner Holland noted the BCC had not met its own policy, so staff had to bring forth a new policy so it would not affect the County's future ability to borrow money for new projects.

County Administrator Coffey stated he could do that, but his guidance from the BCC was to try to meet the policy as best he could.

Commissioner Revels asked the reason for raising the reserves for Helicopter Replacement.

County Administrator Coffey noted the helicopter had been rebuilt two years ago. Stated a new one could easily exceed \$2 million and felt this was the maximum amount he would recommend.

There was further discussion regarding reserves

County Administrator Coffey suggested adding the money from staff's recommended reserve increase of \$125,000 for Helicopter Replacement into the Reserve for Fund Balance Policy, Fuel or Emergency/Disaster Response.

(Reserve Funds - continued)

Commissioner McLaughlin did not see the reserves as stock piling money.

Commissioner Holland suggested taking the \$125,000 out completely.

There was BCC consensus increasing the reserves by \$262,702 to increase the Fund Balance Policy reserve and establish a new reserve for Fuel and eliminate the reserve increase for Helicopter Replacement.

ITEM 5B - PUBLIC WORKS

County Administrator Coffey referred to Section 4 of the Proposed Budget FY 2011-2012 book.

Commissioner Revels asked what happened with the USDA Watershed Project.

Benjie Cauley, Public Works Director, responded it was completed and staff was working on doing it again.

Commissioner Holland noted the BCC had discussed the cost of maintaining the roads in Daytona North and asked if there was still talk about dispensing with that assessment.

County Administrator Coffey replied it would be something to look at once the roads got to a certain standard. Stated there was a seven-year plan that involved some increased assessments and it would take a 20¢ increase to implement the capital plan.

There was further discussion.

Chairman Peterson noted part of the revenue the County anticipated funding that with came from the special county fuel tax increase of \$75,000. He asked where that tax money came from.

County Administrator Coffey replied the state put out revenue estimates every year and the County was probably seeing an increase due to the increased census numbers.

Commissioner Revels asked if the County had to pay for railroad crossings.

Mr. Cauley stated yes, because they were part of the County road system.

There was discussion on County roads and asphalt prices.

ITEM 5C - PLANNING & ZONING/GROWTH MANAGEMENT

County Administrator Coffey referred to page 4-11 of the proposed budget book and stated there was an overall savings of about \$23,000 and a half position in the department. Stated staff was trying to rewrite the Land Development Code and development was down across the board.

Commissioner Holland asked if staff anticipated the Land Development Code rewrite to be done within the next fiscal year.

County Administrator Coffey replied staff was trying its best.

Commissioner Revels questioned the deduction for Governmental Services on page 4-15.

Sally Sherman, Deputy County Administrator, replied it was for mapping for last year's comprehensive plan.

Chairman Peterson questioned the sales tax revenue.

County Administrator Coffey stated it was money generated from County sales.

Tom Klinker, Financial Services Director, stated this was a separate fund that was used to fund functions that were only in the unincorporated areas of the County. Noted it was one state revenue source used in the fund because it was generated countywide and a portion was used in the fund to balance the budget. He explained the total overall was split between this particular purpose and the bonds issued to fund the Government Services Complex. Noted the amount that went to the debt service fund and this amount represented the entire total, which was why there was a 15% increase because the amount that went to the debt service fund was relatively stable.

Commissioner Revels asked where legal fee reimbursements came from.

Jennifer Bennett, Growth Management Coordinator, stated the applicants paid legal fees and the department ran the ads in the News-Journal for the requirement and was then reimbursed.

Commissioner Revels questioned the line "Dev Svcs – Admin - Other Cities" for Flagler Beach at \$7,400 and asked what it was for.

Ms. Bennett stated it was an application fee the County required through Flagler Beach that was money going into the 180 fund instead of the 181.

Commissioner Revels asked if the application fee for just Flagler Beach would go up that much.

Ms. Bennett replied she used last year's revenue to come up with the figure.

ITEM 5D – CODE ENFORCEMENT

County Administrator Coffey referred to Code Enforcement on page 4-19 of the proposed budget book noting they saved \$5,000 and had the same two people acting as code enforcement for the unincorporated county.

Sally Sherman, Deputy County Administrator, noted open code enforcement cases were continuing to climb.

Chairman Peterson asked if they were collecting the fines.

Gary Hiatt, Chief Building Official, replied there was a warning before it went to citation and if a citation was issued it went to the Clerk of Court and if not paid in time it would go to collections.

Chairman Peterson asked where the revenue went.

Mr. Hiatt replied he checked with the Clerk of Court and the BCC received zero funds, it all stayed with the Clerk of the Court.

Chairman Peterson questioned why.

Mr. Hiatt explained he thought it went toward the process and fees.

Commissioner Revels stated that was not right and needed to be remedied.

Commissioner Holland noted if the Clerk was looking for administrative reimbursement for collection that would be one thing, but the BCC had never seen a report of what came in and where the money went. Commented she was not comfortable with the process.

County Administrator Coffey stated he would check into it and get back to the BCC.

Commissioner McLaughlin requested to see the total violations, the total that went to fine and a full report on the process.

County Administrator Coffey stated there were approximately 1,400 code cases a year, but he did not have a number that went to fine.

Commissioner Holland asked if the County had a policy with the Clerk's Office.

Mr. Hiatt noted his office made every attempt not to write a citation.

(Item 5D – continued)

Commissioner Revels asked if a fine was not paid would the County put a lien on the property.

Mr. Hiatt replied currently liens were not used; it would go from fine to court then collections.

Chairman Peterson requested the County Administrator check with the City of Palm Coast to see what it did in the same case.

County Attorney Hadeed stated Palm Coast used a special assessment process for its code liens, which was not generally recognized. Commented County code issues were referred to the court system which would then put the fines into the judicial collection system.

Mr. Hiatt stated the last email from the Clerk's Office stated they would not get any money back.

County Attorney Hadeed stated there was cost on top of the fine that went with the process.

Mr. Hiatt noted he thought the collection agency added 10% to the fine.

There was further discussion.

County Administrator Coffey stated staff would look at the process.

ITEM 5E - BUILDING

County Administrator Coffey referred to page 4-24 of the proposed budget book which showed an overall reduction of \$50,000.

Chairman Peterson confirmed half million dollar cash carry forward was from permit fees collected in the past.

County Administrator Coffey noted some of the reserves were used every year to balance the funds because the current building activity was lower.

ITEM 5F - AIRPORT

County Administrator Coffey referred to page 4-29 of the proposed budget book.

Chairman Peterson noted the cash carry forward was increasing and asked if that meant the airport was self sufficient.

(Item 5F – continued)

County Administrator Coffey stated the airport was self sufficient and no tax dollars were going in; it airport sold fuel and collected rent which paid all of the mortgage notes. He pointed out the County borrowed money last year by refinancing cash stream on the corporate hanger. Stated it looked like a company had been recruited that would be coming in with six \$50,000 a year jobs and more information would be forthcoming, but it was not reflected in the budget.

Commissioner Holland asked if the budget reflected repayment of the road at the airport.

County Administrator Coffey replied it was general fund money owed and the County was receiving the payments on time.

Chairman Peterson questioned the Wings over Flagler event.

Roy Sieger, Airport Director, stated some money was recouped on fuel sales during the event, but no money was made on the event itself. Commented it was a great event for the community and drew people from outside Flagler County.

Commissioner Revels asked for a detailed record of the event and what the County got in return as revenue for the \$20,000 it put into the event.

Mr. Sieger explained this year the County put in \$10,000 and that was recouped in fuel sales.

Commissioner Holland advised the event might qualify for tourist development funds if the organizers could verify their room nights, complete an application on time, and meet with Peggy Hieser 60 days in advance.

Chairman Peterson stated if the County chose to support the event the money should come out of the County's pocket not out of the airport's pocket.

County Administrator Coffey replied he did not want to invest general tax dollars in a festival.

Chairman Peterson questioned the total revenues of \$1.3 million and total expenses of \$1.655 million and asked how the capital debt service cost was being paid.

County Administrator Coffey stated there was a cash flow issue long term as far as paying some of the debt service.

Chairman Peterson noted if there was a cash flow issue that meant it was operating at a loss.

(Item 5F – continued)

County Administrator noted the T-hangers would be built this year which were capital cost built into the budget.

Commissioner Holland asked if the \$900,000 from the Embry-Riddle settlement went into the cash carry forward.

County Administrator Coffey replied yes and confirmed Microhose was no longer paying rent.

Chairman Peterson asked how the \$300,000 shortage would be generated.

County Administrator Coffey replied out of airport reserves and it showed in the cash carry forward as part of the reserves.

Chairman Peterson questioned why the cash carry forward was increasing and commented he did not understand the budget.

Tom Klinker, Financial Services Director, explained they refinanced the taxable obligation and generated an extra million dollars in proceeds which would go to the cash carry forward because it had not been spent and the other was from the \$900,000 settlement with Embry-Riddle.

Commissioner Holland noted the T-hangers had to be built because the airport was not generating enough revenue for its operations.

County Administrator Coffey noted the T-hangers would generate an additional \$60,000 to \$80,000 a year.

Chairman Peterson asked how much money there was in the reserve due to either the payment by Embry-Riddle or because of the refinancing of the debt.

County Administrator Coffey replied probably \$1.8 million because there was well over \$1 million for the T-hanger alone.

Commissioner McLaughlin noted that amount was not reflected in the backup.

County Administrator Coffey stated some of the money was in capital projects.

Commissioner Revels asked if the principal was increased and why.

(Item 5F – continued)

Mr. Klinker replied the principle was increased to fund most of the grants. Noted the money was borrowed to match capital projects.

Commissioner Holland questioned if Microhose was still in the corporate hangar.

Ms. Sherman replied as of Friday the company was asked to vacate.

County Administrator Coffey noted there was a lead that could potentially take the entire building, but the better prospect was the corporate hangar which would bring new fuel sales and corporate jets going through the airport from relocating a business from another site.

Chairman Peterson asked if staff checked if the company was viable and would pay its rent.

County Administrator Coffey replied yes, it had been in business for 10 to 12 years and staff would bring a lease forward. Commented staff was taking steps to make the airport viable.

ITEM 5G - UTILITY

County Administrator Coffey referred to page 41 of the proposed budget book and stated utilities were running as anticipated with revenue holding steady.

Commissioner Holland asked staff to move quickly with Beverly Beach because the legislators fought hard to keep the \$50,000 in the state budget and to make it a top priority for this year.

Chairman Peterson asked what was delaying to project.

County Administrator Coffey stated there were many reasons, but right now it was the USDA contract and would come to the BCC in order to spend the money by the end of the year.

Commissioner Holland asked about plans to run utility lines to Bulow in order to offset the cost of the Eagle Lakes system.

County Administrator Coffey replied no future growth was seen for Eagle Lakes and per the BCC talked to Palm Coast about turning it over, but would check on the different options.

Chairman Peterson stated in the current year's budget revenue assumptions for the utilities increased significantly and asked if it was tracked to make sure the \$470,000 was being received.

County Administrator Coffey replied he would check into it.

ITEM 5H - SOLID WASTE

County Administrator Coffey stated the grant was cut back from approximately \$200,000 to \$70,000.

Commissioner Holland noted the BCC had discussed different options for landfills and other things and asked if staff was pursuing any other options.

County Administrator Coffey replied it had been pushed back.

Chairman Peterson asked when the piggyback contract with Palm Coast was up for renewal.

County Administrator Coffey replied it was up for renewal in December 2012 and staff was in discussions with the waste hauler about increasing recycling based on BCC guidance.

There was discussion on recycling.

Commissioner Revels questioned why the unrestricted reserve was increased by \$1,274,000.

Chairman Peterson stated it was just moved from future capital to a different line item.

Tom Klinker, Financial Services Director, stated each year there was a 30-year post closure care requirement on landfills and each year an engineer decided how much it needed to be in present value terms. Noted that amount went down, which meant the restricted amount went down, and at some point that money could be used for something else. Stated in the interest of transparency 100% of the cash that was available in this fund was being shown.

County Administrator Coffey stated the money came from user fees at the landfill and there was a sales tax.

County Attorney Maeder explained there was sales tax revenue that was bonded and the sales tax kept accruing and the bonded amount was to build a new landfill, but then the BCC chose not to build, but to enter into a long term contract with Volusia County. He continued to explain.

There was further discussion.

County Administrator Coffey stated the municipalities had used their portion of the money for a variety of uses and the County held onto a portion of the money. Noted the money kept showing up in the audit so it was included this year because he felt all of the money was not being shown.

Commissioner Holland noted there was over \$1 million remaining and it was collecting interest. She wanted to make sure the money did not just sit in the account.

(Item 5H – continued)

Mr. Klinker pointed out if the bonds were issued for a particular purpose the money might sit there until the County had a qualifying expenditure or it could not use the money.

Chairman Peterson asked Mr. Klinker to make sure the funds were unrestricted.

County Administrator Coffey stated staff would find out more information.

ITEM 5I - RESIDENTIAL SOLID WASTE

County Administrator Coffey noted \$7,600 was generated and almost \$14,000 in recycling fees.

Commissioner Revels questioned the contracted increase of \$48,000 with Waste Pro.

County Administrator Coffey stated it could be an increase in customers and fuel.

ITEM 5J - EMERGENCY COMMUNICATIONS

Commissioner Holland questioned the increase in cell phone usage.

Troy Harper, Emergency Management Director, stated there was an increase in prepaid wireless, but it was expected for the legislature to enact a 50¢ surcharge on the prepaid wireless.

ITEM 5K - HEALTH INSURANCE FUND

County Administrator Coffey referred to page 458 of the proposed budget book.

Chairman Peterson questioned the employee contributions that had almost doubled.

County Administrator Coffey replied it was based on the contribution rates from last year that were changed and did not increase any employee contributions.

Chairman Peterson asked how it increased by \$700,000.

County Administrator Coffey stated the budget amount was not changed from last year based on what the BCC had approved.

Chairman Peterson commented if that was the case there should be a significant surplus. He felt there had to be an expense item in the current year's budget that was much too low and it could be the claims because the number looked low in the budget relative to what they were assuming this current year.

(Item 5K – continued)

Commissioner Holland noted there had always been an excess in the health care fund going back four years with \$6 million and over \$3 million today. She asked when the surplus could be put back into the general fund. Commented the reserves had been built up at one point, but she was not comfortable doing that.

County Administrator Coffey replied the County was done doing that and was only keeping the bare minimums needed to meet the legal obligations, plus keeping an additional amount above that for rates.

Chairman Peterson stated as he looked at the budget he saw what he considered to be a surplus of \$1.3 million over and above the reserves.

Commissioner Holland stated because the County was self-insured the taxpayers were paying for the health care of the employees. She asked if the surplus sitting in the account was going to roll over year after year.

County Administrator Coffey explained what was being seen in the health clinic was this year's cost not next year's cost. He further explained and stated he would provide more information.

There was lengthy discussion.

Kristi Moss, Budget Manager, explained the numbers in the budget to the BCC.

Joe Mayer, Community Services Director, stated CareHere would be open 40 hours a week starting August 1, 2011.

ITEM 6 – DISCUSSION OF PROPOSED MILLAGE FOR TRIM NOTICE

County Administrator Coffey stated there was currently an operating millage in the general fund of 5.3205 and with the budget he presented it would go to 6.2232. Stated the BCC had to adopt the tentative millage by August 4th in order to make the TRIM (Truth in Millage) notices.

Chairman Peterson noted the BCC had been through the general fund budgets and asked if it would want to increase the budget.

Commissioner Revels asked if staff was including in the proposed budget the budgets presented by the constitutional officers that they just shoved it right in there because they did not say they wanted to lower any Constitutional Officers budget.

County Administrator Coffey agreed and noted the higher figures would be in the budget. Pointed out this was not the roll forward rate; the roll forward rate was 6.5726, which would generate the same amount of revenue; this was operating at \$1.5 million less than last year.

(Item 6 – continued)

Commissioner Holland noted the BCC had general discussions and had made some clear recommendations to some constitutional officers' fee based operations that the BCC could not amend and Mr. Coffey had sent them an email about the Clerk's budget she had presented. She felt the BCC had not resolved the Supervisor of Elections' budget coming back.

County Administrator Coffey noted there could be an increase in that budget because of the special election, which was not in the current budget

Commissioner Revels stated there were big picture issues with some of the constitutional officers' budgets the BCC had not addressed.

Chairman Peterson noted the only increase the BCC would be faced with was the special election expense.

County Administrator Coffey pointed out the County was operating on \$9.7 million less than it had four years ago and there were \$1.5 additional cuts this year; some were retirements, cost savings from the library and throughout different areas.

Commissioner Holland stated the BCC could set the millage but still lower it with the understanding it had not finished discussions and was looking for ways to save.

Chairman Peterson stated the BCC would vote on the millage at the August 1, 2011 meeting.

ITEM 7 - FUTURE BUDGET & MEETING DATES

No discussion on the following dates recommended by staff:

- Monday, August 1 – Regular Meeting
- Monday, August 8 – Budget Workshop (Special Revenues and Debt Service; sections 5-6 of the proposed budget)
- Monday, August 22 – Budget Workshop (any outstanding budget items)
- Thursday, September 8 and Thursday, September 22 – tentative dates for Public Budget Hearings

ADJOURNMENT

There was BCC consensus to adjourn the meeting at 11:53 a.m.

July 25, 2011
Budget Workshop

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Gail Wadsworth
Clerk and Ex Officio Clerk to the Board

Alan C. Peterson
Chairman

UNOFFICIAL

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 1, 2011

REGULAR MEETING

Present: Chairman Alan Peterson, Vice Chair Barbara Revels, Commissioners George Hanns, Milissa Holland and Nate McLaughlin, Clerk Gail Wadsworth, County Administrator Craig Coffey, County Attorney Al Hadeed and Clerk's Secretary to the Board Linda Sanita

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

ITEM 1 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chairman Peterson led the Pledge to the Flag and requested a moment of silence.

ITEM 2 – ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chairman Peterson declared Items 12, 16 and 22 were revised and added to the original published agenda.

ITEM 3 – ANNOUNCEMENTS BY THE CHAIRMAN

Chairman Peterson announced the following:

- Affordable Housing Advisory Council – vacancy for a Labor Home Building Industry representative and a Flagler County employer representative
- Monday, August 1, 2011 at 9:00 a.m. – Fifth Budget Workshop at the Emergency Operations Center
- Monday, August 15, 2011 at 5:00 p.m. – Regular Meeting in the Board Chambers of the Government Services Building

ITEM 4A – RECOGNITION - PRESENTATION OF THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) DISTINGUISHED BUDGET PRESENTATION AWARD

Deborah D. Girard, Deputy Chief Administrative Officer for the City of Orlando, Florida, representing the Government Finance Officers Association of the United States and Canada, read comments from the association that explained the significance of this award; mentioned this was the second year in a row Flagler County received this award. She presented the Distinguished Budget Presentation Award to Flagler County Financial Services Department accepted by Thomas Klinker, Financial Services Director, and Kristi Moss, Budget Manager.

ITEM 4B – PROCLAMATION – PURPLE HEART DAY

Commissioner George Hanns read the following proclamation:

**A PROCLAMATION OF THE FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS PROCLAIMING AUGUST 7, 2011 AS
“PURPLE HEART DAY IN FLAGLER COUNTY”**

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

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

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

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

WHEREAS, the Purple Heart Trail was established in Mt. Vernon, Virginia in 1992 by the Military Order of the Purple Heart to be a symbolic trail through all 50 states and to create a visual reminder to commemorate and honor all men and women who have been awarded a Purple Heart by virtue of their having been wounded or killed in combat while serving in the U.S. Armed Forces; and

WHEREAS, Flagler County and the Flagler County Chapter 808 of the Military Order of the Purple Heart as a member of Flagler County Veterans Advisory Council, support the designation of Interstate 95, in Flagler, St. Johns, and Duval Counties as a portion of the Northeast Florida Purple Heart Trail.

NOW, THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby declare August 7, 2011 as “*Purple Heart Day in Flagler County*” to recognize those citizens of Flagler County who have been awarded the Purple Heart for their heroism and sacrifice to protect the rights of the citizens of the Country and in support of the designation of Interstate 95 in Flagler County as a portion of the Purple Heart Trail.

Sal Rutigliano, Flagler County Veterans Services Officer, introduced Larry Sinatra, Vice Chairman, Flagler County Chapter 808, Military Order of the Purple Heart; Bob Bey, US Marine Corps Retired Colonel and recipient of the Purple Heart; and Dan Hughes, member of the committee for the Purple Heart Trail.

Dan Hughes and Larry Sinatra spoke about the Purple Heart Trail.

A motion was made by Commissioner Hanns to adopt the proclamation. Seconded by Commissioner McLaughlin.

Chairman Peterson called the question. Motion carried unanimously.

August 1, 2011
Regular Meeting

ITEM 4C – PRESENTATION - “GRADUATE ONE, EVERYONE – HELP GRADUATE ONE,” CAMPAIGN KICK-OFF, THURSDAY, AUGUST 4, 2011 AT 7:00 PM SPONSORED BY THE FLAGLER COUNTY SCHOOLS

Sabrina Crosby, Flagler County Schools Administrative Coordinator of Special Projects and Communications, gave a presentation.

There was discussion on the percentage of high school students who do not graduate.

Ms. Crosby spoke of the many opportunities available to students to help them graduate and Flagler County was working toward 100% of the students graduating.

ITEM 5 – COMMUNITY OUTREACH

Chairman Peterson requested public comments.

Heritage Crossroads

Stanley Drescher, Flagler Beach, read a poem engraved on a plaque about the Heritage Crossroads in honor of John Siebel and then presented Mr. Siebel with that plaque.

Various

Bill Beckmann, Flagler Beach, mentioned “secret meetings” (workshops); the lawsuit against Flagler County; Tea Party meetings and invited all to Flagler Beach to enjoy the mornings.

Chairman Peterson commented there were no secret meetings and explained why the workshops were held at the Emergency Operations Center.

JAG BMX

Renny Roke, CEO and Founder of JAG BMX Global, announced they were inducted into the European Hall of Fame for bicycle motocross and were also in the process of breaking ground in Bunnell for a new facility. Mentioned he was in communication with a major retailer interested in buying products from JAG BMX that would create 400 to 500 jobs in Flagler County.

Code Enforcement Fines

Gail Wadsworth, Clerk of Court, stated, in response to BCC comments made at the July 25, Budget Workshop, code enforcement violation fine monies collected went to the state court system through the Department of Revenue General Fund. Explained the handout distributed by Chief Deputy Clerk Tom Bexley. Continued to say when code enforcement fines were collected, the County gained \$2.85 for Teen Court and \$2.00 for the Law Enforcement Education Trust Fund. Mentioned previous discussions about creating a Code Enforcement Board through which funds could be received in the Building Department and then to the County’s coffers.

(Item 7A – continued)

Chairman Peterson asked about the collection procedure and if a lien could be placed on the property if someone did not pay the code enforcement fine.

Clerk Wadsworth stated a code enforcement citation was treated similar to a non-criminal traffic citation. Explained what her office was allowed to do and not do and stated debt to the court did not impact anyone's credit rating. Did not believe she could place a lien for non-payment because it was a civil matter. Stated there was no judgment issued for civil citations today.

Commissioner Revels noted the largest breakout of unpaid fines were in the contractor classifications and asked if these were people no longer in business.

Clerk Wadsworth responded that might be better answered by Gary Hiett, Flagler County Chief Building Official.

Chairman Peterson asked County Administrator Coffey to meet with Ms. Wadsworth to discuss a Code Enforcement Board.

Mr. Coffey replied that would be addressed as part of the Land Development Regulation rewrite and staff was looking to use a special master. Agreed to meet with the Clerk.

Microhose

Jack Carall, Palm Coast, asked how much it cost the County regarding the hose company not leasing space at the Airport anymore.

Mr. Coffey stated the County installed a drainage pipe and a ditch crossover, which was under \$15,000. Not sure what percent was a loss of revenue to the Airport.

CONSENT AGENDA – ITEM 6A THROUGH ITEM 16

The following items were removed from the Consent Agenda for discussion and action:

Commissioners Revels and Holland – Item 12

Chairman Peterson – Items 6D, 10, 11, 12 and 16

A motion was made by Commissioner McLaughlin to approve the Consent Agenda with the exception of Items 6D, 10, 11, 12 and 16. Seconded by Commissioner Hanns.

Chairman Peterson called the question. Motion carried unanimously.

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

ITEM 6A – BILLS AND RELATED REPORTS

The Disbursement Reports for invoices processed the weeks ending July 8, 2011 in the amount of \$657,776.68 and July 15, 2011 in the amount of \$1,352,639.17, presented by the Clerk's Office in compliance with the provisions of Section 136.06, Florida Statute, and the Report of Revenue Collected for the month of June 2011 were approved as part of the Consent Agenda.

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

The minutes of the July 6, 2011 Regular Meeting and July 11, 2011 Budget Workshop were approved as part of the Consent Agenda as presented by the Clerk's Office.

ITEM 6C – EXCESS PROCEEDS - \$3,268.29 FROM TAX CERTIFICATE 07-1151

The return of excess proceeds to be turned over to the Clerk's Office in order to be given to the rightful owner, John Chiopelas, was approved as part of the Consent Agenda.

ITEM 6E – LAW ENFORCEMENT TRUST FUNDS - \$1,000.00 – FLAGLER/VOLUSIA BOYS AND GIRLS CLUB AS A CRIME PREVENTION/JUVENILE DELINQUENCY PREVENTION EFFORT

The Allocation of \$1,000 to donate to the Flagler/Volusia Boys and Girls Club as a crime prevention/juvenile delinquency prevention effort was approved as part of the Consent Agenda as requested by Flagler County Sheriff Don Fleming.

UNOFFICIAL

August 1, 2011
Regular Meeting

ITEM 6F – ACCEPTANCE OF THE FLAGLER COUNTY TAX COLLECTOR'S TAX ROLLS AND INSOLVENCY REPORT

The Tax Collector's Tax Rolls and Insolvency Report were accepted as part of the Consent Agenda as requested in the following information provided by Craig Coffey, County Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 6 f)**

SUBJECT: Acceptance of the Flagler County Tax Collector's Tax Rolls and Insolvency Report.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: The Flagler County Tax Collector, Suzanne Johnston, is requesting that the Board of County Commissioners accept the 2010 Tax Rolls and Insolvency Report as presented. This is an annual process done in August of each year per Florida Law. A brief description is provided in the attached letter from the Tax Collector.

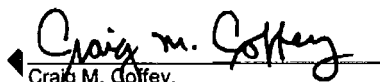
FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Administration / Craig Coffey / 313-4001.

RECOMMENDATION: Request the Board approve the 2010 Tax Rolls and Insolvency Report as presented.

ATTACHMENTS:

1. Letter from Ms. Johnston, Flagler County Tax Collector
2. 2010 Tax Roll and Insolvency Report


Craig M. Coffey,
County Administrator

25 July 2011
Date

August 1, 2011
Regular Meeting

ITEM 7A – APPROVAL OF THE RANKING OF RFP-11-07 CONTRACT FOR GROUP DENTAL PLANS FOR THE EMPLOYEES OF FLAGLER COUNTY

The ranking was approved as part of the Consent Agenda as requested in the following information provided by Charles Covington, Purchasing Manager:

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

SUBJECT: Approval of the Ranking of RFP-11-07 Contract for Group Dental Plans for the Employees of Flagler County.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: Sealed Request for Proposals were publicly advertised in the local newspaper as well as through Demandstar.com for Dental Group Plans. RFP-11R007 requested proposals from qualified individuals or firms to provide both voluntary fully-insured and self-funded plans to its employees, dependents and retirees enrolled in the County's dental plan. At the public opening on June 29, 2011, six (6) proposals were received from the following firms:

Humana, Tampa, FL
Delta Dental, Maitland, FL
United Health Group, Golden Valley MN
Florida Combined Life, Jacksonville, FL
United Concordia Dental, Harrisburg, PA
Metropolitan Life, Tampa FL

The four member Evaluation Committee was comprised of Sherry Bugnet, Business Development Coordinator, The Bailey Group; Becky Witte, Human Resources Analyst, Flagler County Board of County Commissioners; Joannie Stachurski, Human Resources Director, Flagler County Clerk of Court; and Joseph A. Mayer, Community Services Director Flagler County Board of County Commissioners.

On July 8, 2011, the Evaluation Committee met to rank the proposals received. The Evaluation Committee assessed the Request for Proposals on seven factors including cost, administration, customer service, references, network, reporting, and local preference. The committee reviewed the fully-insured quotes and after evaluating the proposals quickly determined that the cost to the members would be increased substantially should the County move to this type of arrangement. Therefore, the committee focused on evaluating the self-funded dental plan proposal further. Metropolitan Life was considered non responsive since the only proposal provided was for fully insured. There were no local responders to the RFP. The Evaluation Committee did not choose to conduct oral presentations with any of the firms since the top ranked firm was of unanimous choice. The final ranking sheet is attached for reference.

Of the self-insured proposals, Humana, whose main office is located in Louisville, KY, was determined as the top ranked firm by the Evaluation Committee primarily based on cost. Currently with Florida Combined Life the County is paying \$4.00 per employee per month. Humana quoted a charge of \$3.85 per employee per month. This reduction will save approximately \$82.80 per month or \$993.60 per year on Administrative Services Fees which will allow employee contributions to remain the same for the 2011/2012 Plan Year. The Humana proposal also came with a three year rate guarantee on administrative fees.

August 1, 2011
Regular Meeting

(Item 7A – continued)

The contract will be brought back to the Board for approval and any new contract is slated to take effective October 1st, 2011.

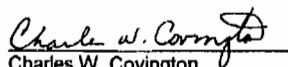
FUNDING INFORMATION: Funds will be available in the FY 2011-12 budget once approved by the Board.

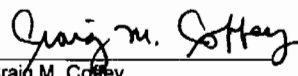
DEPT./CONTACT/PHONE #: Purchasing/ Charles W. Covington/ 313-4061

RECOMMENDATIONS: Request the Board approve the ranking of RFP-11-R007 and authorize staff to negotiate and the County Administrator to finalize a suitable Contract with the selected firm, Humana.

ATTACHMENTS:

1. Evaluation Committee – Final Ranking


Charles W. Covington
Purchasing Manager


Craig M. Coffey
County Administrator

7/26/11
Date

26 July 2011
Date

UNOFFICIAL

August 1, 2011
Regular Meeting

ITEM 7B – APPROVAL OF THE VENDOR RANKING OF RFP-11-R06 CONTRACT FOR GROUP VISION PLANS FOR THE EMPLOYEES OF FLAGLER COUNTY

The Ranking was approved as part of the Consent Agenda as requested in the following information provided by Charles Covington, Purchasing Manger:

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

SUBJECT: Approval of the Vendor Ranking of RFP-11-R06 Contract for Group Vision Plans for the Employees of Flagler County.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: Sealed Request for Proposals were publicly advertised in the local newspaper as well as through Demandstar.com for Vision Group Plans. RFP-11-R006 requested proposals from qualified individuals or firms to provide voluntary fully-insured plans to its employees, dependents and retirees enrolled in the County's vision plan. At the public opening on June 15, 2011, three (3) proposals were received from the following firms:

Comp Benefits/Humana, Louisville, KY
Davis Vision, Plainview, NY
Ameritas Life Insurance, Lincoln, NE

The four member Evaluation Committee was comprised of Sherry Bugnet, Business Development Coordinator, The Bailey Group; Becky Witte, Human Resources Analyst, Flagler County Board of County Commissioners; Joannie Stachurski, Human Resources Director, Flagler County Clerk of Court; and Joseph A. Mayer, Community Services Director Flagler County Board of County Commissioners.

On July 8, 2011, the Evaluation Committee met to rank the proposals that were received. The Evaluation Committee assessed the Request for Proposal on seven factors including cost, administration, customer service, references, network, reporting and local preference. There were no local responders to the RFP. The Evaluation Committee did not choose to conduct oral presentations with any of the firms since the top ranked firm was the unanimous choice. The final ranking sheet is attached for reference.

The incumbent Comp Benefits/Humana, whose main office is located in Louisville, KY, was determined as the top ranked firm by the Evaluation Committee. The fully insured quotes from Comp Benefits/Humana made them the lowest cost proposal. In addition, Comp Benefits/Humana also ranked high in the factors of administration, network, and customer service with the Evaluation Committee. The proposed rates are slightly lower for the employee and the administrative fee will be slightly lower for the County. These rates and fees are also guaranteed for two years. Employees will also continue to benefit from their extensive network and other plan details.

The contract will be brought back to the Board for approval and any new contract is slated to take effective October 1st, 2011.

FUNDING INFORMATION: Funds will be available in the FY 2011-12 budget once approved by the Board.

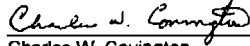
DEPT./CONTACT/PHONE #: Purchasing / Charles W. Covington / 313-4061

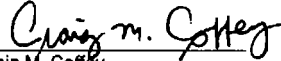
(Item 7B – continued)

RECOMMENDATIONS: Request the Board approve the vendor ranking of RFP-11-R006 and authorize staff to begin negotiations with Humana. If a suitable Contract cannot be developed with Humana, we request the approval to negotiate with the next highest rated vendor and to follow this process with other ranked vendors if needed.

ATTACHMENTS:

1. Evaluation Committee – Final Ranking


Charles W. Covington
Purchasing Manager


Craig M. Coffey
County Administrator

7/26/11
Date

Date

UNOFFICIAL

August 1, 2011
Regular Meeting

**ITEM 8 – STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) ANNUAL REPORT
FOR FISCAL YEAR 2008-2009**

The Report was approved as part of the Consent Agenda as requested in the following information provided by Valerie Bradley, SHIP Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 8**

SUBJECT: State Housing Initiatives Partnership (SHIP) Annual Report for Fiscal Year 2008-2009.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: The Flagler County State Housing Initiatives Partnership (SHIP) Annual Report for Fiscal Year 2008-2009 (Attachment 1) is required to be submitted annually to the Florida Housing Finance Corporation. The report reflects program activity for the past three years. Program requirements included in the report are as follows:

- All SHIP funds for the Closeout Fiscal Year 2008-2009 must be expended by June 30, 2011;
- All SHIP funds for the Interim Fiscal Year 2 2009-2010 must be expended or encumbered by June 30, 2011; and
- All SHIP funds for the Interim Fiscal Year 3 2010-2011 must show all activity, if any, as of June 30, 2011.

All of the above requirements have been met. The SHIP Annual Report must be forwarded to the Florida Housing Finance Corporation by September 15, 2011. In addition, two certification documents (Attachments 2 & 3) require the Chairman's signature to accompany the report.

FUNDING INFORMATION: Flagler County received SHIP funding of \$945,033.42 for Fiscal Year 2008-2009. The total amount of funds spent is \$965,612.08 which includes program income. There is a carry forward of \$503.62 to 2009-2010. SHIP funding received for 2009-2010 was \$350,000.00 plus program income of \$19,013.49. Of this, all funds have been spent or encumbered. There was zero SHIP funding for Fiscal Year 2010-2011 but \$13,353.02 was received in program income. All of the \$13,353.02 has yet to be encumbered.

DEPT./CONTACT/PHONE #: SHIP Department, Valerie Bradley, (386) 313-4037

RECOMMENDATIONS: Request the Board approve the SHIP Annual Report for Fiscal Year 2008-2009 and authorize execution of certification documents related to the Annual Report for submission and forwarding to the Florida Housing Finance Corporation.

ATTACHMENTS:

1. Flagler County SHIP Annual Report for Fiscal Year 2008-2009.
2. Certification For Implementation of Regulatory Reform Activities required by S.H.I.P (2)
3. Certification of accuracy of Annual Reports. (2)

Valerie Bradley
Valerie Bradley, SHIP Administrator

Date 7.14.11.

Craig M. Coffey
Craig M. Coffey, County Administrator

Date 19 July 2011

August 1, 2011
Regular Meeting

ITEM 9 – APPROVE DISBURSEMENT OF \$22,963.12 FROM THE LAW ENFORCEMENT TRUST FUND IN ACCORDANCE WITH CIRCUIT COURT ORDER

The Disbursement was approved as part of the Consent Agenda as requested in the following information provided by Albert Hadeed, County Attorney:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 9**

SUBJECT: Approve Disbursement of \$22,963.12 from Law Enforcement Trust Fund in Accordance with Circuit Court Order.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: In a particular criminal case there was the seizure of a vehicle which was forfeited and sold at public auction. The monies used to purchase the vehicle came from the funds of the victim who had been defrauded by the criminal defendant. The Court ordered the car sold with the intention that the victim receive restitution from any net proceeds resulting from the sale of the vehicle. The net proceeds were less than the amount that was taken from the victim. The net proceeds were deposited in the Law Enforcement Trust fund which is maintained by the Board of County Commissioners. The Court has entered an Order with the consent of the State Attorney and Sheriff to disburse the net proceeds to the victim. By statute, the Law Enforcement Trust Fund is limited as to its expenditures. This would not be a normal disbursement. As reflected in the Court Order, the Court has imposed a lien on the net proceeds for victim restitution.

The Clerk has reviewed the Order and concurs with this agenda item.

FUNDING INFORMATION: As stated above.

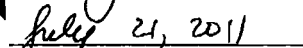
DEPT./CONTACT/PHONE #: Albert J. Hadeed, County Attorney/313-4005

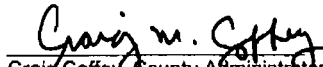
RECOMMENDATIONS: Request the Board Approve Disbursement of \$22,963.12 from Law Enforcement Trust Fund for the reasons state above.


ATTACHMENT:

1. Order Directing Disbursement of Funds


Albert J. Hadeed, County Attorney


Date


Craig Coffey, County Administrator


Date

August 1, 2011
Regular Meeting

**ITEM 13 - INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY
PROPERTY APPRAISER FOR THE PURPOSE OF ACQUIRING AND
SERVING NEXT GENERATION 911 GEOGRAPHIC INFORMATION
SYSTEM (GIS) DATA IN THE AMOUNT OF \$155,000.00**

The Interlocal Agreement was approved as part of the Consent Agenda as requested in the following information provided by Troy Harper, Emergency Management Chief:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA ITEM # 13**

SUBJECT: Interlocal Agreement with the Flagler County Property Appraiser for the Purpose of Acquiring and Serving Next Generation 911 Geographic Information System (GIS) Data in the Amount of \$155,000.00.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: On October 18, 2010 the Board approved a 911 State Grant Application for address location data. The Board accepted awarded funds in the amount of \$110,000 on March 21, 2011. The funds are to be used to acquire data to improve the process of locating 911 callers. With this improved data 911 callers will be automatically located based on a specific address point instead of an address range thereby increasing data accuracy and response times for emergency calls. The Property Appraiser will also benefit from this data and has agreed to acquire and serve the necessary information as outlined in the Interlocal Agreement and Scope of Services.

FUNDING INFORMATION: The project total is \$155,000.00. The State 911 Grant will fund \$110,000 and the remaining \$45,000 is available from State 911 Board allocated operating funds for mapping projects in account 302-8614-529. There are no match requirements for this project.

DEPT./CONTACT/PHONE #: Emergency Services - Troy Harper 313-4246

RECOMMENDATIONS: Request the Board approve the Interlocal Agreement with the Flagler County Property Appraiser in the amount of \$155,000.00.

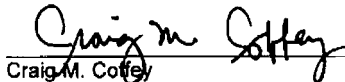
ATTACHMENTS:

1. Interlocal Agreement


Troy Harper
Emergency Management Chief

Date

7/25/11


Craig M. Coffey
County Administrator

Date

27 July 2011

August 1, 2011
Regular Meeting

**ITEM 14 – RENEW APPROVAL OF THE WORKFORCE DEVELOPMENT BOARD
CENTER FOR BUSINESS EXCELLENCE (CBE) DIRECTORS TWO YEAR
PLAN**

The Plan was approved as part of the Consent Agenda as requested in the following information provided by Craig Coffey, County Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14**

SUBJECT: Renewal Approval of the Workforce Development Board Center for Business Excellence (CBE) Directors Two Year Plan

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: The Workforce Development Board of Flagler and Volusia Counties, Inc. d.b.a. Center for Business Excellence (CBE), is requesting that the their Two Year Plan be renewed along with approval of the new and renewing board members. This renewal also includes an Interlocal Agreement for the continuation of the regional workforce board and approval of the CBE as the designated One-Stop Operator for Flagler County. ✓

The Workforce Investment Act of 1998 and subsequent 2003 enhancements to the Act, mandate that each State submit a plan outlining how they will create a demand-driven workforce investment system. Each of Florida's 24 regional workforce investment boards must submit a two-year plan which becomes part of the State's Plan. It should be noted that the U.S. Chamber of Commerce recently ranked Florida's Workforce and Job Training as number one in the nation based on measures that included job placement, the affordability and efficiency of its higher education and the number of high school students enrolled in advanced placement courses.

The CBE One-Stop Employment System promotes a seamless delivery of services to job seekers, youth and business with streamlined access to a wide range of high quality information and services about jobs, careers, labor markets, skill standards, education and training programs.

This two year plan describes how the One-Stop Employment System partners contribute goods, services and funds to supplement activities of the system.

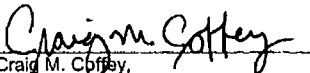
FUNDING INFORMATION: N/A

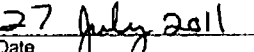
DEPT./CONTACT/PHONE #: Administration / Craig Coffey / 313-4001.

✓ **RECOMMENDATION:** Request the Board approve the Two Year Plan which includes the Interlocal Agreement and the designation of the CBE as the One-Stop Operator.

ATTACHMENTS:

1. July 12, 2011 Letter from Richard Fraser
2. Interlocal Agreement for the Continuation of a Regional Workforce Board
3. Signature Page for 2011-2013 Workforce Development Plan
4. Workforce Development Board Membership List
5. Request for Extension


Craig M. Coffey,
County Administrator


Date

August 1, 2011
Regular Meeting

**ITEM 15 – RESOLUTION IN SUPPORT OF ST. JOHNS RIVER ALLIANCE
APPLICATION TO THE NATIONAL PARK SERVICE RIVERS, TRAILS
AND CONSERVATION ASSISTANCE PROGRAM FOR TECHNICAL
ASSISTANCE**

The Resolution was approved as part of the Consent Agenda as requested in the following information provided by Craig Coffey, County Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 15**

SUBJECT: Resolution in Support of St. Johns River Alliance Application to the National Park Service Rivers, Trails and Conservation Assistance Program for Technical Assistance.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: The St. Johns River Alliance is seeking a resolution of support from the Flagler County Commissioners for its application to the National Park Service Rivers, Trails and Conservation Assistance Program (RTCA) for Technical Assistance for the St. Johns River-to-Sea Loop Project. As part of the application, the project must have broad community support; therefore, a resolution is also being requested by the Alliance from Brevard, Putman, St. Johns and Volusia counties, whom all are participating jurisdiction for the St. Johns River-to-Sea Loop Project.

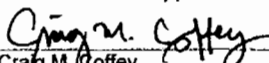
The St. Johns River Alliance is seeking the RTCA Technical Assistance to access to the trails-support system and to gain the support from the National Parks Service for the St. Johns River-to-Sea Loop Project. The National Park Service is part of the United States Department of the Interior and its Rivers, Trails, and Conservation Assistance Program provides assistance to locally led natural resource conservation and outdoor recreation projects. RTCA staff provides help with a variety of natural resource conservation activities including multi-use trails, single purpose trails, greenways, water trails, river corridor conservation, land protection and park planning.

The St. Johns River-to-Sea Loop will, upon completion, be a 280 mile paved and off-road trail through five (5) counties, Brevard, Flagler, Putnam, St. Johns and Volusia. There is already 100 miles in place, under construction or funded for construction as part of the 3,000 mile East Coast Greenway.

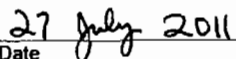
RECOMMENDATIONS: Request the Board approve the Resolution supporting the St. Johns River Alliance application for technical assistance from the National Parks Service Rivers, Trails and Conservation Assistance Program.

ATTACHMENTS:

1. Resolution in Support of St. Johns River Alliance



Craig M. Coffey
County Administrator



Date

August 1, 2011
Regular Meeting

The following items were removed from the Consent Agenda for discussion and action:

ITEM 6D – LAW ENFORCEMENT TRUST FUNDS - \$1,000.00 – WHISPERING MEADOWS RANCH AS A CRIME PREVENTION/JUVENILE DELINQUENCY PREVENTION EFFORT

Chairman Peterson questioned the program.

Linda Bolante, Flagler County Sheriff's Office, noted this was a Flagler County program that targeted at risk youth to help get them on the right track. Confirmed this program was used by Flagler County residents.

A motion was made by Commissioner McLaughlin to approve Item 6D as read. Seconded by Commissioner Revels.

Chairman Peterson requested public comments. There were none.

Chairman Peterson called the question. Motion carried unanimously.

UNOFFICIAL

August 1, 2011
Regular Meeting

ITEM 10 – APPROVAL OF A RESOLUTION ADOPTING THE 2011 FLAGLER COUNTY LOCAL MITIGATION STRATEGY PLAN

The following information was provided by Troy Harper, Emergency Management Chief:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 10**

SUBJECT: Approval of a Resolution Adopting the 2011 Flagler County Local Mitigation Strategy Plan.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: Staff is seeking approval of a resolution adopting the 2011 Flagler County Local Mitigation Strategy Plan (Attachment 1). The 2011 Flagler County Local Mitigation Strategy Plan (LMS) serves as a long term blueprint for reducing loss through the implementation of projects and plans designed to create more resilient communities against disasters (Attachment 2). Flagler County plan has been deemed to be in compliance by both the State of Florida Executive Office of the Governor and the Federal Emergency Management Agency (Attachments 3 and 4).

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, requires local jurisdictions to adopt a mitigation plan in order to be eligible for post-disaster and pre-disaster grants to implement certain mitigation projects. In addition, the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004 require local jurisdictions to adopt a mitigation plan in order to access grants for flood mitigation projects.

The Flagler County LMS has been reviewed and revised by a LMS work group that included the Cities of Bunnell, Flagler Beach, and Palm Coast, and the Towns of Beverly Beach and Marineland. The 2011 update includes profiles of county-wide hazards and vulnerabilities, listing of critical facilities, the method by which conflicts are resolved between participating jurisdictions, and a list of prioritized mitigation programs, projects, and initiatives. The LMS must be updated every five years and adopted by each participating jurisdiction. The plan is available online at <http://www.flagleremergency.com/pages.php?pid=62>.

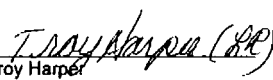
FUNDING INFORMATION: N/A

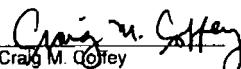
DEPT./CONTACT/PHONE #: Emergency Services / Troy Harper / 313-4246

RECOMMENDATIONS: Request the Board approve a resolution adopting the updated 2011 Flagler County Local Mitigation Strategy.

ATTACHMENTS:

1. Resolution for adoption of the Local Mitigation Strategy
2. Executive Summary
3. State Division of Emergency Management Approval Letter
4. Florida Emergency Management Agency Approval Letter


Troy Harper
Emergency Management Chief
Date 7/25/11


Craig M. Coffey
County Administrator
Date 26 July 2011

(Item 10 – continued)

Chairman Peterson asked how the scoring was done regarding the Mitigation Initiatives List.

Commissioner Revels questioned why Flagler Beach was scored “high” for Stormwater Mitigation.

Troy Harper, Emergency Management Chief, explained each project was scored according to the benefit to the population of Flagler County: the availability, feasibility, cost, if funding was currently available and if a match was required. Noted when there was a life safety factor a multiplier was used, which would bring the life safety items to a higher value. Noted each agency or municipality that brought these projects to the local mitigation strategy workgroup scored themselves and then the committee would evaluate that score.

Commissioner Revels stated she did not understand why there was a mixture of properties and equipment on the list.

Mr. Harper explained they were intended to be portable devices that could serve multiple areas. Stated Table 5 of the Local Mitigation Strategy was very fluid and dynamic and changed with the addition or removal of different projects. Spoke about funding sources.

A motion was made by Commissioner McLaughlin to approve Item 10 as read. Seconded by Commissioner Revels.

Chairman Peterson requested public comments. There were none.

Chairman Peterson called the question. Motion carried unanimously.

UNOFFICIAL

August 1, 2011
Regular Meeting

**ITEM 11 – WASHINGTON OAKS GARDENS STATE PARK GRANT IN THE
AMOUNT OF \$21,500.00**

The following information was provided by Andrew Johnson, Special Projects Coordinator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 11**

SUBJECT: Washington Oaks Gardens State Park Grant in the Amount of \$21,500.00.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: Staff is seeking Board ratification for a request to transfer a Florida Department of State Small Matching Grant application by Friends of Washington Oaks Gardens State Park, Inc. to a Preserve America Historic Preservation Grant for Flagler County in the amount of \$21,500. In addition, staff is seeking authorization to apply for designation as a Preserve America Community, which is a required component of eligibility for the Preserve America Historic Preservation Grant. Finally, staff requests the Board to authorize the County Administrator to execute all documents and actions required for acceptance and implementation of the Preserve America Historic Preservation Grant if awarded.

Friends of Washington Oaks Gardens State Park, Inc. applied to the Florida Department of State, Division of Historical Resources on December 15, 2010 for a Small Matching Grant to fund the development of educational exhibits and interpretive brochures for the Historic District at Washington Oaks State Park. However, this project has been deemed ineligible for funding via the Small Matching Grant. The Division of Historical Resources has advised Friends of Washington Oaks Gardens State Park that funding may be available via the 2012 State of Florida Preserve America Historic Preservation Training Initiative.

In order to be eligible to receive this funding, Friends of Washington Oaks Gardens State Park would need to partner with Flagler County, which in turn would need to apply for designation as a Preserve America Community. Under this arrangement, the original application would be transferred from the 2012 Small Matching Historic Preservation grant program to the 2012 State of Florida Preserve America grants program. Flagler County would become the official grantee for this project and would disburse the grant funds to Friends of Washington Oaks Gardens State Park. Friends of Washington Oaks Gardens State Park would be a partner organization that performs the project administration activities and would oversee and conduct all project work. As a result of the application transfer, the project will retain its 2012 Small Matching Grant review priority order approved by the Secretary of State.

Preserve America is a federal program developed in cooperation with the Advisory Council on Historic Preservation and the U.S. Departments of the Interior, Agriculture, and other agencies. The program is designed to support and encourage local efforts to preserve cultural and historic resources. Communities may apply for designation as a Preserve America Community, which represents recognition of the community's efforts to protect and celebrate their heritage, use their historic assets for economic development and community revitalization, and encourage people to experience and appreciate local historic resources through education and heritage tourism programs.

(Item 11 – continued)

Benefits of designation as a Preserve America Community include White House recognition; eligibility to apply for Preserve America Grants; a certificate of recognition; a Preserve America Community road sign; authorization to use the Preserve America logo on signs, flags, banners, and promotional materials; listing in a Web-based Preserve America Community directory; inclusion in national and regional press releases; official notification of designation to state tourism offices and visitors bureaus; and enhanced community visibility and pride. Preserve America Communities are also featured in National Register Travel Itineraries and in "Teaching with Historic Places" curricular material created by the National Park Service.

FUNDING INFORMATION: If the grant is approved, funds will be appropriated at a future Public Hearing to amend the Fiscal Year 2012 Budget.

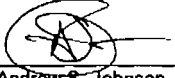
DEPT./CONTACT/PHONE #: Andrew S. Johnson, Special Projects Coordinator,
386-313-4040

RECOMMENDATIONS: Request the Board to take the following actions:

1. Approve the ratification of the attached grant transfer application.
2. Approve the transfer of a Florida Department of State Small Matching Grant Application by Friends of Washington Oaks Gardens State Park, Inc. to apply for the Preserve America Historic Preservation Grant for Flagler County in the amount of \$21,500.00.
3. Authorize staff to apply for the designation of Flagler County as a Preserve America Community.
4. Authorize the County Administrator to execute all documents and actions required for acceptance and implementation of the Preserve America Historic Preservation Grant and designation, if awarded.

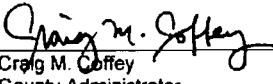
ATTACHMENTS:

1. Grant transfer application & attestation form
2. Original Small Matching Grant application
3. Response letter from DHR dated 6/10/11 indicating eligibility and procedures



Andrew S. Johnson
Special Projects Coordinator
7/27/11

Date



Craig M. Coffey
County Administrator
27 July 2011

Date

Chairman Peterson asked if matching funds were required for this item.

County Administrator Coffey replied the matching funds would be provided by the Friends of Washington Oaks. Stated this was for signage and restoration of the historic greenhouse.

A motion was made by Commissioner McLaughlin to approve Item 11 as read. Seconded by Commissioner Hanns.

Chairman Peterson requested public comments. There were none.

Chairman Peterson called the question. Motion carried unanimously.

August 1, 2011
Regular Meeting

ITEM 12 – LEASE AGREEMENT BETWEEN FLAGLER COUNTY AND CAPTAIN'S BAIT, TACKLE AND BBQ, LLC.

The following information was provided by Heidi Petito, General Services Director:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 12**

SUBJECT: Approval of Lease Agreement with Captain's Bait, Tackle and BBQ, LLC for Bing's Landing Concessions.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: At the June 6, 2011 regular meeting of the Board of County Commissioners, acceptance of Captain's Bait, Tackle and BBQ proposal was made. The Board also provided direction to staff to negotiate a contract that would be brought back to the Board for their review and subsequent approval.

Staff has worked very diligently with the proposed vendor to develop the terms and conditions of the attached lease agreement between Flagler County and Captain's Bait, Tackle and BBQ. This Agreement is for an initial term of five years beginning on September 1, 2011, and ending on August 31, 2016 with an option to renew for one additional five year period. If the lessee exercises its renewal option described previously, then at the end of the ten year period, the lease may be renewed for an additional five year period upon mutual agreement of both parties.

FUNDING INFORMATION: This lease agreement allows for base rent payments in the amount of \$500.00 a month, \$6,000.00 annually. This monthly rent will increase by \$30.00 each annual anniversary over the term of this agreement.

DEPT./CONTACT/PHONE #: General Services, Heidi Petito, 313-4185

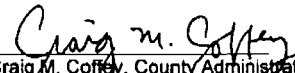
RECOMMENDATIONS: Request the Board approve the lease agreement with Captain's Bait, Tackle and BBQ, LLC for Bing's Landing Concessions.

ATTACHMENT:

1. Lease Agreement for Bing's Landing Concessions


Heidi Petito, General Services Director

4/29/11
Date


Craig M. Coffey, County Administrator

29 July 2011
Date



(Item 12 – continued)

Commissioner Revels referred to page 8 of the Lease Agreement and asked if the County would do all the labor if the applicant decided to construct the improvements cited.

Mr. Coffey stated the improvement was a 30'x31' area for the outside cooker, firewood, storage, etc. Noted it would be easier for the County to add onto the building if the applicant paid all the costs giving the County a permanent structure.

Commissioner Revels questioned the grease separation system and felt the applicant should pay for all improvements, labor and materials.

Mr. Coffey spoke about having a licensed plumber on staff that could easily complete the work. Stated staff was trying to work with the applicant to make this a win-win situation.

Commissioner Revels felt this would be a great addition to the park, but the County was giving the applicant a five-year lease at \$500.00 a month and then another five years and by the time the applicant recouped through the income, the County would still be receiving \$500.00 a month.

Mr. Coffey explained there was a rent escalation clause, which increased the rent approximately \$30.00 every year.

Commissioner Holland also felt the rent was too low for waterfront property being utilized by boaters and residents and that the escalation was not enough. Voiced her concerns about protecting the County's parks systems and natural views and did not want any addition to take away from this park. Wanted to make sure they would protect what was there.

Mr. Coffey stated the rent was somewhat low because of the size of the applicant's investment.

Commissioner Holland spoke about having separate vendor agreements. Stated the County had a historic element there and did not know how it was going to keep that as special as it was now.

Mr. Coffey agreed there could have been separate vendor agreements, but felt lumping them together would make it successful. Explained the cooker would be behind a fully enclosed fence and would not be seen. Continued to say eco-tourism required more infrastructure and they were building new paths and kayak launches on the north side and more parking on the south side, which would support the additional tourism.

Commissioner Holland asked about the signage.

Mr. Coffey replied the applicant was proposing a sign along A1A, one along the water, and up to two signs on the building and noted they would have to meet the County's sign code. He proposed to bring it to the A1A Scenic PRIDE Committee for approval.

(Item 12 – continued)

Commissioner Holland stated she was not in favor of putting a tremendous amount of signage on this property and felt it would take away from the aesthetics of Bings Landing.

Mr. Coffey suggested the BCC give staff specific guidance to what it would like to see changed so that could be addressed.

Commissioner Revels asked if the proposed covered area, awning and smoker area would have new concrete or an impervious surface. Wanted staff to remember this park had no concrete parking and a tree canopy with exposed roots.

Mr. Coffey replied the 30'x31' area would either be a concrete pad or pavers. Noted the awning was already over an existing wood deck. Stated there was one tree in the way in addition.

Commissioner Revels did not want one tree to come down.

Chairman Peterson felt there needed to be a parking assessment.

There was further discussion on the parking.

Commissioner Hanns noted this was a historic site and felt the services were right on track. Agreed the rent was low. He also did not want one tree cut down and suggested building around the trees. Mentioned once the work got around there was a bait shop, signage would not be an issue. Stated he did not want the applicant to be discouraged, but the BCC had to protect what it had in this County.

Chairman Peterson stated he would not approve this lease unless the ability to sell alcoholic beverages was removed. Felt this was far from the original RFP because what the County wanted to do was establish a bait shop to complement fishing in a park and now it had been turned into a restaurant.

Mr. Coffey explained the County allowed beer and wine in all the parks, therefore, this would be in keeping with all the other County parks.

Chairman Peterson stated what bothered him was the County was permitting, at a very low rent, an individual to use public property to compete with the private sector.

Mr. Coffey requested guidance from the BCC on the rent issue.

Commissioner McLaughlin spoke about encouraging people to come to the parks and commended staff on the lease. Spoke about ways used by businesses to bring in customers.

(Item 12 – continued)

There was further discussion on the signage.

A motion was made by Commissioner Revels to approve the lease subject to the following changes:

- **The County would bear no expense on any of the additions, except for labor**
- **The lease amount would increase 10% annually**
- **Signage to be worked out between the lessee and staff, taken to A1A Scenic PRIDE and back to the BCC for approval**
- **“Take-out” parking spaces to be designated and signage placed in the basin along the sidewalk indicating limited parking time for take-out**
- **No trees to be taken down**

Seconded by Commissioner Holland.

Commissioner McLaughlin suggested staff come back to the BCC with a signage style.

Chairman Peterson wanted to amend the lease to have alcoholic beverages sold only to those who purchased food.

Commissioner Revels did not agree to that amendment.

Commissioner Hanns asked about handicapped accessibility and if the utilities were the applicant's responsibility.

Mr. Coffey noted there was handicap accessibility and the utilities would be broken out so the applicants would be responsible for their space, which would be in addition to the rent.

Commissioner Starnes asked that any structure built would not take away from the natural scenic environment.

Mr. Coffey stated the addition would be in line with the existing structures. Spoke about a 22" oak tree next to the building that would prevent any addition.

There was discussion about building the addition around the tree.

Mike Goodman, applicant, stated they were looking to do this to make the County a better place. Both he and Chris Herrera, his business partner, lived in Flagler County and were fishermen. They wanted to hold seminars and teach people how to fish. Continued the food aspect was being overblown because their main concern was to bring people into the bait shop to sell fishing materials and bait. Commented they were asked to incorporate kayak and bike rentals and agreed because they felt there would be a need. Spoke about getting a return on his investment.

(Item 12 – continued)

Chris Herrera noted they wanted to work with the Scenic A1A PRIDE members regarding the signage issue and were willing to work with the BCC to attain the proper signage.

Mr. Goodman stated in his original proposal he offered a small escalator every year plus an additional amount depending on the volume they did, but that was not accepted. Commented a 10% escalator could be very difficult over time and he would appreciate some other alternative.

There was further discussion on the rent and an option to renew after five years.

Jay Livingston, attorney for the applicant, spoke about obtaining data from other areas regarding the rent issue and noted a standard commercial lease usually had a Liberal CPI increase which would be significantly less than what was proposed.

Chairman Peterson asked after the applicants obtained more data if they would then want to discuss what would be a fair rent and escalator.

Mr. Livingston commented if the rent was fixed with the 10% for ten years, they would agree to move forward.

After further discussion, the applicants agreed to accept the BCC's motion and move forward.

Chairman Peterson requested public comments.

Joan Affatato, Flagler County, objected to the County providing labor or paying for anything.

Mr. Coffey replied using the existing County labor was a way to get a better quality facility and have it built the way the BCC would expect.

There were no further public comments.

Chairman Peterson called the question. Motion carried 4 to 1, with Chairman Peterson dissenting.

(The Revised Lease Agreement was brought back for approval at the August 15, 2011 meeting.)

August 1, 2011
Regular Meeting

ITEM 16 – REQUEST UTILIZING GRANT FUNDS FOR THE ADDITION OF A SENIOR PROJECTS COORDINATOR POSITION FOR THE PRIMARY PURPOSE OF ALL-HAZARD PLANNING FOR EMERGENCY MANAGEMENT AS FUNDED AND AUTHORIZED BY THE STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP)

The following information was provided by Troy Harper, Emergency Management Chief:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16**

SUBJECT: Request Utilizing Grant Funds for the Addition of a Senior Projects Coordinator Position for the Primary Purpose of All-Hazard Planning for Emergency Management as Funded and Authorized by The State Homeland Security Grant Program (SHSGP).

DATE OF MEETING: August 1, 2011

OVERVIEW: Flagler County has been awarded and accepted three Department of Homeland Security grants totaling \$115,609.00. The grant funding is for planning activities dealing with all hazard plans such as the required Post Disaster Redevelopment Plan (PDRP) and the County Comprehensive Emergency Management Plan (CEMP). Both of these plans are mandated by the State of Florida and require extensive work for compliance. The PDRP is a new plan requirement for Flagler County and will create a long-term recovery and redevelopment strategy in pursuit of a sustainable community. The CEMP is a complete rewrite of an existing plan to meet new State requirements and integrate the National Incident Management System.

Rather than hire a consultant from outside our County we are recommending we internalize these funds in order to obtain greater hours of service and a larger benefit in emergency management/County projects. Unfortunately, current staffing levels in Emergency Management and Development Services are not adequate to effectively complete these requirements and the majority of the emergency management positions are already grant funded. Therefore, staff is proposing to hire a Senior Projects Coordinator using a combination of 25% general funds and 75% federal grant funds for the purpose of meeting these emergency planning requirements. We can gather the general funds needed from salary savings this year and salary savings from recently hired positions without the need for any additional funds. This will allow funding for the position for at least two years. We do expect more of these grants in the future, however, should the funding sources for this position be unavailable we would eliminate the position accordingly.

This position will work out of the GSB under the direction of the County Administrator and Deputy County Administrator but closely with emergency management staff for the development of these plans.

FUNDING INFORMATION:

The State Homeland Security Grant agreement 11-DS-40-04-28-01-421, in the amount of \$17,612.00, was signed by the County Administrator on March 3, 2011. The State Division of Emergency Management approved these funds for the proposed position. The position will also be funded utilizing two additional State Homeland Security Grants. Both of these grants authorize the funds for planning efforts including salaries and benefits. The first grant agreement 10-DS-39-04-28-01-333 in the amount of \$27,000.00 was accepted by the Board on February 1, 2010, and the second agreement 11-DS-9Z-

(Item 16 – continued)

04-28-01-333 in the amount of \$70,997.00 was accepted by the Board on January 24, 2011. Both of these funding sources also allow for planning activities as proposed and will fund the position through the 2011-2012 fiscal year. Funding is available in the amount of \$88,609.

Staff will be bringing forward a budget amendment at the next public hearing to appropriate the \$27,000 for a total of \$115,609. Funds are currently in other contracted services. A budget transfer will be needed to transfer salaries and benefits.

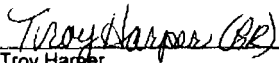
The position will be within paygrade 104 at \$26.44 per hour and will be funded as long as appropriate grant funds are available.

DEPT./CONTACT/PHONE #: Emergency Management Chief, Troy Harper, 313-4246

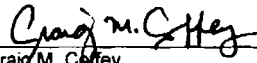
RECOMMENDATIONS: Request the Board approve staff to hire a full-time grant funded Senior Projects Coordinator position.

ATTACHMENTS:

N/A


Troy Harper
Emergency Management Chief

7/28/11
Date


Craig M. Coffey
County Administrator

28 July 2011
Date

UNOFFICIAL

(Item 16 – continued)

Chairman Peterson asked if the grant monies could be used to pay a consultant instead of hiring an employee for two years.

County Administrator Coffey replied yes, but the County might not receive as much as it hoped; felt they could get a lot more bang for the buck with an employee. Stated staff was hoping this employee could actually help implement the plan as well as write a better plan. Explained if the funds became unavailable the individual would be laid off, if necessary. Stated in the interview process the job applicant would be advised the position was contingent upon grant funds.

Commissioner Holland stated it concerned her that the County had an Emergency Management Director who could not write an Emergency Management Plan. Noted he should have the knowledge and experience to write this plan.

Mr. Coffey stated staff had the knowledge and experience, but did not have the time. Stated he was trying to present to the BCC a better way of doing business for the same amount of money. Noted this individual would be of a quality that he or she could be used for other projects. Commented he saw this as a way to multiply County staff with very little tax dollars.

Commissioner Holland asked if staff considered contacting the Northeast Florida Regional Council to write this since it received the same contract to write the Emergency Evacuation Plan.

Mr. Coffey explained the Evacuation Plan was a component of this, but this entailed a lot more. Noted staff was considering someone recently let go by the Regional Council who helped write these emergency plans in the past.

Troy Harper, Emergency Management Chief, explained historically the plans included the Sheriff's Office, Division of Forestry, Florida Hospital-Flagler, the Chamber, municipalities and state agencies. Noted this position was a project coordinator because of the various agencies involved, it was not just Emergency Management. Stated they were simply the facilitator and housing areas of where this plan would be encompassed.

Addressed Commissioner Holland stating he was confident he was capable of writing these plans, but explained in the Emergency Operations Center over the last five years six positions had been cut and he was currently responsible for four different areas: 911, GIS, 800 MHz System and Emergency Management. Stated there was not enough time for himself or Adam Mengel, the Planning Director, to write this plan.

Commissioner Revels asked if this would be updating an existing plan.

Mr. Harper stated this plan already existed and had been updated annually, but every five years the state changed the requirements. Continued there had been significant changes to the National Incident Management Integration and it would be an 80% rewrite because of federal and state laws. Noted the Post Disaster Redevelopment Plan would be rewritten completely from scratch.

(Item 16 – continued)

Commissioner Revels stated if the grant money covered all employee costs for two years then the County's exposure would be the cost of unemployment compensation at the end of two years if it was unable to retain that person.

Mr. Coffey stated the cost would be about \$17,000 per year for a senior level individual.

A motion was made by Commissioner McLaughlin to approve Item 16 as read. Seconded by Commissioner Revels.

Chairman Peterson requested public comments.

Nick Davis, Palm Coast, stated having a dedicated person to write and implement the plan was the best way to go. Noted a consultant would write the plan and then be gone.

Chairman Peterson called the question. Motion carried unanimously.

UNOFFICIAL

August 1, 2011
Regular Meeting

PUBLIC HEARINGS

ITEM 17 - NONE

GENERAL BUSINESS

**ITEM 18 – PROJECT RECOMMENDATIONS AND RANKING FOR FLORIDA
DEPARTMENT OF TRANSPORTATION ENHANCEMENT PROGRAM
2011 SOLICITATION**

The following information was provided by Faith Alkhatib, County Engineer:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 18**

SUBJECT: Project Recommendations and Ranking for Florida Department of Transportation Enhancement Program 2011 Solicitation.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: Each year the Florida Department of Transportation (FDOT) solicits local candidate projects for funding under its Transportation Enhancement (TE) program. TE projects must be related to surface transportation, but go beyond routine roadway construction. Eligible projects include sidewalks, bike paths, beautification, welcome centers, and rehabilitation for historic transportation facilities. General road construction is not considered an eligible project.

In a non-MPO jurisdiction such as Flagler County, candidate countywide projects are prioritized and submitted through the County Commission. Each year FDOT utilizes the list to determine what new enhancement projects are added to the 5 Year FDOT work program.

Staff sent letters of solicitation for possible eligible projects to the City of Bunnell, City of Flagler Beach, City of Palm Coast, Town of Marineland, and the Town of Beverly Beach. Responses were received from the City of Bunnell (Attachment 4) and from the City of Palm Coast (Attachment 3).

A summarization spreadsheet has been included as Attachment 1.

The projects submitted have been ranked on one list and have been circulated and approved by all the parties.

Staff has provided a proposed project ranking in descending order as follows:

1. US 1 Trailhead for Lehigh Rail Trail (Flagler County)
2. Seminole Woods Boulevard Pedestrian/Bicycle Path - SR 100 to Sesame Blvd (City of Palm Coast)
3. Old Kings Road North Sidewalk - Matanzas Woods Pkwy to I-95 overpass (Flagler County)
4. Historic Courthouse Renovation and Landscaping (City of Bunnell)
5. Seminole Woods Boulevard Pedestrian/Bicycle Path - Sesame Blvd to US1 (City of Palm Coast)
6. Malacompra Oceanfront Park (Flagler County)
7. Graham Swamp Multi Use Trail - Phase 2 (From Old Kings Road Trailhead to Lehigh Trail) (City of Palm Coast)
8. Hammock Dunes Bridge Park (Flagler County)
9. US 1 Trail - Royal Palms to Wellfield Grade (Flagler County)

(Item 18 – continued)

10. Heritage Crossroads Interpretive Center (City of Palm Coast)
11. John Anderson Highway Multi Use Trail (Flagler County)
12. Scenic Beautification, historic preservation, rehabilitation, historic highway landscaping: US1 Historic Downtown Portal to Bunnell (City Of Bunnell)
13. Removal of Billboard on SR A1A at Malacompra Road (Flagler County)
14. Road capacity, historic highway, pedestrian, bicycles, acquisition - Brick Road Park (City of Bunnell)
15. Burying of Utilities on SR A1A from Malacompra Road to 16th Road (Flagler County)
16. Road resurfacing, enhancement, landscaping, scenic beautification - Carver Center Complex Grand Entrance (City Of Bunnell)
17. Acquisition, welcome information, educational activities, beautification - Bunnell Pocket Park (City Of Bunnell)

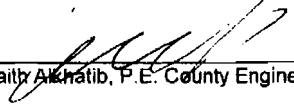
FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Faith Alkhatib, P.E., County Engineer, 313-4045

RECOMMENDATIONS: Request the Board approve staff's recommended FDOT Transportation Enhancement Program 2011 Ranking list for submittal.

ATTACHMENTS:

1. Summary Spreadsheet and Project Descriptions
2. Flagler County Transportation Enhancement Project List
3. City of Palm Coast Project Priority List –TE Projects
4. City of Bunnell Project Priority List –TE Projects


Faith Alkhatib, P.E. County Engineer

7-27-2011
Date


Craig M. Coffey, County Administrator

27 July 2011
Date

UNC

(Item 18 – continued)

County Administrator Coffey explained every year the municipalities were asked to re-rank their lists of projects. Noted this year everyone gathered in a room and ranked the projects together and there was a lot of good discussion and continuity amongst all the partners.

Chairman Peterson asked how much money the Florida Department of Transportation (FDOT) had for these projects.

Mr. Coffey explained how the FDOT would break the projects down into phases and noted last year Flagler County received zero dollars, but had been successful in this category with stimulus money. Explained these projects were all for enhancements dollars.

Commissioner Revels asked about FDOT money for the historic courthouse renovation and landscaping in the City of Bunnell.

Mr. Coffey explained historic structures along state highways were qualifying projects for enhancement dollars.

Commissioner Holland asked how the City of Bunnell could put Flagler County facilities (historic courthouse and Carver Center) on his list.

Mr. Coffey noted they were hoping to tie into the front part of the courthouse and with these dollars it would help smooth the transition with the County.

Chairman Peterson commented regardless of the municipality involved, all the people made the decision, ranked the projects and agreed to the ranking.

Commissioner Revels noted she would like to see the historic courthouse ranked the highest.

Commissioner McLaughlin felt the Heritage Crossroads Interpretive Center would be a great asset to the county as a whole and did not know why a sidewalk was rated over that.

Mr. Coffey noted staff left it up to the City of Palm Coast to rank its projects in order of importance. Stated Palm Coast was asking for design money now, which would allow it to apply for other grants.

There was further discussion on the sidewalk projects.

A motion was made by Commissioner Holland to approve Item 18 as read. Seconded by Commissioner Revels.

(Item 18 – continued)

Chairman Peterson requested public comments.

John Siebel, Heritage Crossroads, noted they were attempting to construct the Heritage Crossroads Interpretive Center to improve tourism and the economy. Stated tourists bring residents and customers and were very important. Explained they were trying to build a 4,000 square foot one story building in partnership with the Florida Agricultural Museum on the property at Old Kings Road and US1 near the I95 Interchange, which would be a gateway from the north. Spoke about other places with less population having tourist centers. Continued to say the facility would provide information for tourists about the many historic assets in Flagler County and stated the entire county would benefit. Noted they were taking it a piece at a time and asking for \$150,000 to complete the design and engineering phases. He asked the BCC to give this project a higher ranking than 10 so it could have a chance to get approved by FDOT.

Commissioner Hanns spoke of other welcome centers and felt it was very important to have an information center.

Chairman Peterson called the question. Motion carried 3 to 2, with Commissioners Hanns and McLaughlin dissenting.

Commissioner Revels stated if the City of Palm Coast readdressed its ranking after Heritage Crossroads goes before its council, then the BCC could revisit what it just approved.

Mr. Coffey replied the list needed to be submitted, but the BCC could revisit it before the FDOT made the final decision, depending on the timing. Mentioned there was a lien on the property at this particular location.

Bruce Piatek, Florida Agricultural Museum, clarified the banks had agreed to release five acres from that morning, which solved the lien issue.

Chairman Peterson noted if the City of Palm Coast was willing to reconsider its priorities, this could come back to the BCC before final ranking.

August 1, 2011
Regular Meeting

ITEM 19 – APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FIVE-YEAR WORK PROGRAM PROJECT PRIORITY LIST FOR FISCAL YEARS 2012/2013 THROUGH 2016/2017

The following information was provided by Faith Alkhatib, County Engineer:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 19**

SUBJECT: Approval of the Florida Department of Transportation (FDOT) Five-Year Work Program Project Priority List for Fiscal Years 2012/2013 through 2016/2017.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) has request that Flagler County submit a countywide project priority list for the 2012/2013 through 2016/2017 funding cycle, the same as they do every year at this time. Each year FDOT utilizes the list to determine what new projects are to be added to the 5 year FDOT workplan. For example, a long standing City of Palm Coast Priority and number one on the list last year, was Palm Cost Parkway Six Lane (from Florida Park Drive to Cypress Point Parkway). Because this project is reflected as funded on the FDOT 5-year work plan it no longer appears on the City's request and the overall coordinated list. Should somehow a project already on the list encounter a problem, we will have to modify the lists.

Letters of solicitation were sent to the City of Bunnell, The City of Palm Coast, and the Town of Marineland for their project recommendation for inclusion in the requested submittal. The cities of Flagler Beach and Beverly Beach are part of Volusia County's Metropolitan Planning Organization and therefore are not included in the list from Flagler. Priority lists were received by the County from Cities of Palm Coast and Bunnell. A summarization spreadsheet of the projects submitted along with backup has been included as Attachment 1. There is no limit to the number of projects a community may submit, as only a few projects will get funded.

The projects submitted have been ranked on one list and have been circulated and approved by all the parties.

Recommended 2012/13 FDOT Five Year Work Program Project Priority List:

1. Matanzas Woods Parkway / I-95 Interchange (Flagler County and City of Palm Coast)
2. Old Kings Road North 4 Lane, Farragut Drive to Forest Grove Drive (City of Palm Coast)
3. Replacement of Box Culverts on County Road 305 (Flagler County)
4. Road widening, increase sub-base, resurface and add sidewalk project – Bunnell Elementary School (City of Bunnell)
5. Old Kings Drive Extension, Forest Grove Drive to Old Kings Road (City of Palm Coast)

(Item 19 – continued)

6. Upgrade road, resurface, add sidewalk, stormwater improvements and utility upgrades including underground wiring - Intersection Relief by enhancements to Railroad Street US1, SR11 and SR100 (City of Bunnell)
7. John Anderson Highway Roadway Widening, Bike Lane and Resurfacing (Flagler County)
8. Bridge, culverts, resurface roadway and sidewalk additions Roadway, Stormwater Enhancement Projects - N. Anderson St. Bridge & Dr. Carter Blvd.(City of Bunnell)
9. Commerce Parkway Connector Road (City of Bunnell)
10. Colbert Lane Roadway Resurfacing (Flagler County)
11. Paving of Water Oak Road, from Mahogany Blvd to County Road 2006 (Flagler County)
12. Dirt to Asphalt Commercial Business Access (City of Bunnell)
13. Canal Restoration Projects – N. Anderson St. Bridge & Dr. Carter Blvd. (City of Palm Coast)
14. Old Haw Creek Road / CR 2003 (Flagler County)
15. Transit Property Acquisition & Construction Railroad Depot (City of Bunnell)
16. Marineland Acres Right of Way Acquisition and Design (Flagler County)
17. Roadway Resurfacing / Reconstruction along a portion of County Road 205 (Flagler County)
18. SR100 6 Lane, I-95 to Belle Terre Parkway (City of Palm Coast)
19. Whiteview Parkway Overpass, Over I-95 (City of Palm Coast)

Flagler County's Current Project Priority List is attached. (Attachment 2)

City of Palm Coast's Submitted Project Priority List is attached. (Attachment 3)

City of Bunnell's Submitted Project Priority List is attached. (Attachment 4)

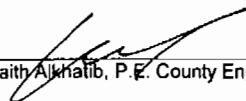
FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Faith Alkhatib, P.E. County Engineer, 313-4045

RECOMMENDATIONS: Request the Board discuss and take action as deemed appropriate regarding prioritization and approval of FDOT Five-Year Work Program project priority list for fiscal years 2012/2013 through 2016/2017.

ATTACHMENTS:


1. Spreadsheet Summary
2. Flagler County Project Priority List for Fiscal Years 2012/2013 through 2016/2017
3. City of Palm Coast Project Priority List for Fiscal Years 2012/2013 through 2016/2017
4. City of Bunnell Project Priority List for Fiscal Years 2012/2013 through 2016/2017



Faith Alkhatib, P.E. County Engineer

7-26-2011

Date



Craig M. Coffey, County Administrator

7-26-2011

Date

(Item 19 – continued)

A motion was made by Commissioner Holland to approve Item 19 as read. Seconded by Commissioner Hanns.

Commissioner Revels pointed out a misprint on page 2 of the staff report, item #13, noting those were in the City of Bunnell, not the City of Palm Coast.

Mr. Coffey stated they also needed to switch item #7 and item #8, which was an error.

Chairman Peterson requested public comments. There were none.

Chairman Peterson called the question. Motion carried unanimously.

UNOFFICIAL

August 1, 2011
Regular Meeting

ITEM 20 – FISCAL YEAR 2011-12 ESTABLISHMENT OF MILLAGE RATES FOR NOTICE OF PROPOSED PROPERTY TAXES

The following information was provided by Thomas Klinker, Financial Services Director:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 20**

SUBJECT: Fiscal Year 2011-12 Establishment of Millage Rates for Notice of Proposed Property Taxes

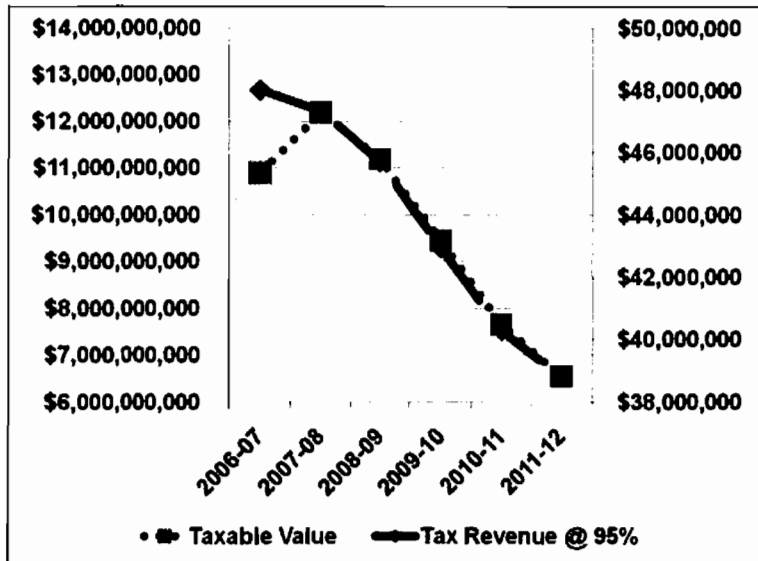
DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: In accordance with the provisions of Section 200.065(2)(b), Florida Statutes, authorize the completion and execution by the County Administrator of the 2011 DR-420 Forms to include the following information:

<u>Fund</u>	<u>Proposed Millage Rate</u>	<u>Ad Valorem Tax Revenue @100%</u>
Operating Millage Levies:		
General Fund (Fund 001)	6.2232 Mills	\$40,848,667
ESL Operating Millage (Fund 119)	0.0000 Mills	0
Subtotal - Operating Millage Levies	6.2232 Mills	\$40,848,667
Voted Debt Service Levies:		
2005 ESL (Fund 209)	0.0905 Mills	594,036
2009 and 2010 ESL (Fund 219)	0.1595 Mills	1,046,947
2005 General Obligation Bonds (Fund 211)	0.3082 Mills	2,023,004
Subtotal – Voted Debt Service Millage Levies	0.5582 Mills	3,663,987
Totals – All Millage Levies	6.7814 Mills	\$44,512,654

The general fund millage rate of 6.2232 mills will generate a total of \$38,806,234 (@ 95%), which is a reduction of \$1,500,319 or 3.72% from the amount of property tax revenue included in the adopted fiscal year 2010-11 budget. Cumulatively, over the past five years (i.e. since the adopted fiscal year 2006-07 budget), the amount of property tax revenue budgeted in the general fund has fallen by \$9,519,916 or 19.70% from a high of \$48,326,150 in fiscal year 2006 07. Although the proposed countywide operating millage rate of 6.2232 mills will generate 3.72% less in property taxes in fiscal year 2011-12 and is 5.32% below the rolled back rate of 6.5726 mills, it does represent an increase of 0.6415 mills from the 5.5905 mills levied in the fiscal year 2010-11. The reduction in general fund property tax revenues contrasted with the declines in taxable property values over the past six years may be shown graphically as follows:

(Item 20 – continued)



RECOMMENDATIONS: Request the Board establish the proposed millage rates as set forth above and authorize the County Administrator to execute the forms DR-420 as well as take any other actions necessary to complete this process. The form DR-420 will include the following information:

- A. Rolled Back Millage Rate (Operating Millage Rates): 6.5726 Mills
- B. Proposed Operating Millage Rate: 6.2232 Mills
- C. Establish the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget:

Staff Recommendation: Thursday, September 8, 2011 – 6:00 p.m.
Flagler County Government Services Building
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

ATTACHMENTS:
DR -420 Forms

Thomas P. Klinker
Thomas P. Klinker, CPA, CGFO, CPFO
Financial Services Director

July 23, 2011
Date

Craig M. Coffey
Craig M. Coffey
County Administrator

July 23, 2011
Date

August 1, 2011
Regular Meeting

(Item 20 – continued)

Mr. Klinker presented the staff report and explained the proposed millage rate.

A motion was made by Commissioner Revels to approve Item 20 as read. Seconded by Commissioner Hanns.

Chairman Peterson requested public comments. There were none.

Chairman Peterson called the question. Motion carried unanimously.

UNOFFICIAL

August 1, 2011
Regular Meeting

**ITEM 21 - PRESENTATION OF THE TRANSIT NEEDS ASSESSMENT STUDY -
PHASE 2 BY THE CENTER FOR URBAN TRANSPORTATION RESEARCH
(CUTR), UNIVERSITY OF SOUTH FLORIDA**

The following information was provided by Heidi Petito, General Services Director:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #21**

SUBJECT: Presentation of the Transit Needs Assessment Study – Phase 2 by the Center for Urban Transportation Research (CUTR), University of South Florida.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: In September 2009, The Flagler County Board of County Commissioners approved a contract with CUTR for the purpose of conducting the second phase of the County's Transit Needs Assessment Study. This study is the second of three studies that will result in a Transportation Development Plan for Flagler County that will help the county obtain Block Grant funding for the purpose of providing public transportation. Mr. Rob Gregg and Mr. Justin Begley of CUTR led a team of researchers who conducted the study, along with a project management coordination committee composed of local officials and stakeholders who provided guidance for the study. CUTR representative will provide a summation of their key points and findings of this study.

FUNDING INFORMATION: Flagler County Public Transportation appropriated funding through the FY10 and FY11 budgets to cover the cost of this study. The total cost of the Phase II Needs Assessment Study was \$92,056.00.

DEPARTMENT/CONTACT/PHONE #: General Services, Heidi Petito, 313-4185

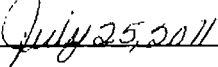
RECOMMENDATIONS: Request the Board receive the presentation of the Transit Needs Assessment Study – Phase 2 by the Center for Urban Transportation Research (CUTR), University of South Florida.

ATTACHMENTS:

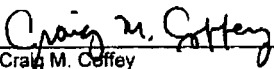
1. Flagler County Transit Needs Assessment Study – Phase 2
2. Flagler County Assessment of Transit Needs Phase II PowerPoint



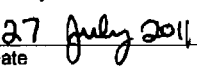
Heidi Petito, Director
General Services



Date July 25, 2011



Craig M. Coffey
County Administrator



Date 27 July 2011

(Item 21 – continued)

Justin Begley, Center for Urban Transportation Research, University of South Florida, stated they worked with developing public transportation agencies in local governments in the state of Florida as well as conducting national research. Updated the BCC on the second phase of this study and presented a power point.

Commissioner Revels noted when the County reached a population to be eligible for new funding sources it also closed a door to other funding sources. Noted when the County moved from rural to urban it would lose rural supplements.

Mr. Begley noted that was correct.

Chairman Peterson asked how the urban classification would be determined.

Mr. Begley replied it was not known yet what shape the urbanized area would take and explained there was a formula made up of two elements: total population and population density. Stated there were new rules with the Census in drawing urbanized areas that allowed for more liberal interpretations of how they could connect more than one urbanized area, such as Palm Coast and Flagler Beach. Stated the urbanized area would be defined strictly by population and density.

There was discussion regarding survey respondents.

Mr. Begley continued his presentation and stated through these phases they were trying to give Flagler County the elements required to create a transit development plan to be submitted to FDOT for Flagler County to receive new funds as it was declared urbanized by the Census.

Commissioner Holland asked if there had been a point in the study that showed who was traveling in areas of the county and why, and was there an opportunity to tie in regional efforts from a mobility standpoint that made it more cost efficient.

Mr. Begley stated if there was an effort in the Jacksonville RTA to incorporate Flagler County, he felt it would make more sense on the roadway issue and from his understanding he did not see that there were many transit opportunities.

Commissioner Holland noted there were not. Mentioned Votran in Volusia County and questioned other opportunities in partnering to enhance Flagler County's transportation system.

Mr. Begley noted that was not much of a consideration. Stated it was more to connect with other counties. Mentioned Votran had eliminated some services that came to Flagler Beach, and the point was to not only service here, but to make regional connections where possible.

Continued his presentation and spoke about targeted routes. Stated it would be difficult to have a fixed route system without ways to bring residents from neighborhoods to those routes.

(Item 21 – continued)

Commissioner Revels noted the average user would not be able to walk three or four blocks to a bus route and that would disenfranchise a group of primary users of the County's current system.

Commissioner Holland concurred.

Mr. Begley stated a large portion of the current demand response population would not be the first to use the fixed route service, but there were elements that would provide a small portion that could be moved in the fixed route service and the hope was to generate new ridership.

Chairman Peterson asked if Mr. Begley would supply the BCC with ideas to get people from the current system, which was pickup at the door, to a fixed route location. Stated he did not see any benefit to establishing a fixed route until they could figure out how to get the people to it.

Mr. Begley replied they would be assisting the County in putting a route into operation that had the best chance of success.

Continued his presentation and stated they had reviewed the County's current strategic and comprehensive plans, the plans of the municipalities, the plans of the regional planning councils and the statewide transportation plan and from there had consolidated all the elements supportive of transit. Stated the importance of that was to find goals and objectives and the concerns would have to be addressed when the system went into place.

Chairman Peterson asked if it was expected people who had vehicles and could afford to operate them would use this system.

Mr. Begley responded it had been in other places, but on the outset with a single fixed route it would be a challenge and was not realistic to expect many people to give up their cars to ride this service. He thought there was a certain percent of the population who now currently rode with other people, rode a bike or had no other means of transportation that would use this service to get to work, etc. Needed by next year the urbanization status should be conferred somewhere in Flanders County and within a year after that the funding would be received. Mentioned the state would be the designated recipient of those funds and they would then flow down to the County.

Commissioner Revels referred the BCC to page 5-20, table 5-5 and asked where Mr. Begley came up with these routes.

Mr. Begley noted that was costing route alignments where they tried to put services out based on a method, which included high use locations from the existing service; logical trip generators. Explained the maps and completed his presentation noting what would be laid out in Phase 3, which would put these plans into action.

August 1, 2011
Regular Meeting

**ITEM 22 – THE REALLOCATION OF THE CITY OF PALM COAST JULY 3, 2011
FIREWORKS DISPLAY FUNDS OF \$15,000**

The following information was provided by Craig Coffey, County Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 22**

SUBJECT: The Reallocation of the City of Palm Coast July 3, 2011 Fireworks Display Funds of \$15,000.

DATE OF MEETING: August 1, 2011

OVERVIEW/SUMMARY: On May 2, 2011, the Flagler County Board of County Commissioners approved, through Tourist Development Tax Promotions Funds, authorization to expend up to \$15,000 from the Tourist Development Fund Promotional Activities/Marketing Advertisements Plan for annual Independence Day Celebration Fireworks Displays within the City of Palm Coast (Attachment 1).

The City of Palm Coast is now requesting a reallocation of the previously approved funds that were not utilized due to a county-wide burn ban which resulted in the cancellation of the City's fireworks. The request is to allow the funds to be reallocated and split between three firework events at \$5,000 each, totaling \$15,000: Labor Day weekend - September 4th, the Palm Coast Seafood Festival and a Jimmy Buffett Concert – November 5th and 6th, next fiscal year (Attachment 2).

Staff is seeking direction on how to proceed with the request.

FUNDING INFORMATION: Funds remain available as previously approved by the Board.

DEPT./CONTACT/PHONE #: Craig Coffey/County Administrator-386-313-4001

RECOMMENDATIONS: Staff is seeking Board direction.

ATTACHMENTS:

1. May 2, 2011 Staff Report
2. Letter from Jim Landon dated July 28, 2011


Craig M. Coffey
County Administrator

July 29., 2011
Date



(Item 22 – continued)

Commissioner Holland noted the \$15,000 had already been allocated and approved by the BCC. Explained this was a housekeeping item.

A motion was made by Commissioner Holland to approve Item 22 as read. Seconded by Commissioner McLaughlin.

Chairman Peterson asked if the Tourist Development Council had approved this change.

Commissioner Holland responded not in detail, but from a time standpoint it made sense to move forward now.

Commissioner McLaughlin agreed.

Chairman Peterson requested public comments. There were none.

Chairman Peterson called the question. Motion carried unanimously.

ITEM 23 – COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Coffey announced the following:

- Thursday, August 1, 2011 – public meeting on the I95/Matanzas Parkway Interchange Study at the Palm Coast Community Center
- Saturday, August 10, 2011 – Ribbon Cutting for the Marineland Marina

ITEM 24 – COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hildebrand announced the following:

- Governor and Cabinet to meet Tuesday, August 2, 2011 at 9:00 a.m. regarding the Hammock Dunes Notice of Proposed Change – this was the last item on the agenda so there was no way to predict when it would be heard

ITEM 25 – COMMISSION ACTION

There was no Commission Action.

ITEM 26 – COMMUNITY OUTREACH

Chairman Peterson requested public comments.

Jack Carall, Palm Coast, spoke about Item 21 and stated no one wanted buses running through their neighborhood. Asked about the cost.

Chairman Peterson replied that would be part of phase 3.

ITEM 27 – COMMISSION COMMENTS

There were no Commission Comments.

ADJOURNMENT

A motion was made by Commissioner McLaughlin to adjourn at 12:55 p.m. Seconded by Commissioner Revels.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Gail Wadsworth
Clerk and Ex Officio Clerk to the Board

Alan C. Peterson
Chairman

UNOFFICIAL

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 8, 2011

BUDGET WORKSHOP

Present: Chairman Alan Peterson, Vice Chair Barbara Revels, Commissioners George Hanns, Milissa Holland and Nate McLaughlin, Clerk Gail Wadsworth, County Administrator Craig Coffey, County Attorney Al Hadeed and Clerk's Secretary to the Board Rhea Cosgrove

ITEM 1 – CALL TO ORDER

Chairman Peterson called the workshop to order at 9:00 a.m. at the Emergency Operations Center of the Government Services Complex in Bunnell, Florida.

ITEM 2 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chairman Peterson led the Pledge to the Flag and requested a moment of silence.

ITEM 3 – WELCOME

None

ITEM 4 – COMMUNITY OUTREACH

Enterprise Flagler

Jack Carall, Palm Coast, questioned the bad timing of contributing to an economic development entity such as Enterprise Flagler and commented on the double taxation issue due to the County and the City contributing to Enterprise Flagler. Stated this was not the time for the County to invest in Enterprise Flagler.

Chairman Peterson stated noted there were options that would be presented to the BCC and no decisions had yet been made.

ITEM 5A – NON-GENERAL FUND CAPITAL PROJECTS

County Administrator Coffey referred to pages 7-6 through 7-53 of the proposed budget book and briefly reviewed the different projects.

ITEM 5B – ECONOMIC DEVELOPMENT

County Administrator Coffey stated this was money the BCC approved every year that came out of an incentive based fund and commented he was showing a funding source for \$225,000. He introduced Mr. David Ottati to present an option through Enterprise Flagler.

David Ottati, volunteer member of the Enterprise Flagler Board, presented a power point the Enterprise Flagler Board unanimously approved. Commented the committee had indicated it needed to make some key decisions to move forward or change things and was asking for BCC direction in order to move forward one way or the other.

He explained Enterprise Flagler did not create jobs, but created an economic atmosphere of bringing jobs in and trying to retain them. Continued with the power point. He noted the restructuring the organization had gone through and stated the idea was to have a CEO or executive director that would oversee the operations and work in collaboration with the Business Assistance Center, Chamber of Commerce and agricultural incubator to help coordinate communication between the different organizations. They were asking for a monthly year contract with clearly defined deliverables and roles. Pointed out they had made a decision to be transparent with open meetings, financial board minutes and monthly reports. Emphasized they needed to get a decision from the County and the cities if this was the organization they wanted and the funding component was the key so they would know how to move forward either restructuring or dissolving the organization.

Chairman Peterson thanked Mr. Ottati for his service on the Enterprise Flagler Board and noted in the beginning Enterprise Flagler was a 50/50 split between public and private funds. Pointed out that had now shifted and as shown in the presentation there was a substantial increase in which all the money was coming from public funds. Stated he was concerned that Palm Coast was looking at pulling its funding and if that happened it would change his personal opinion of what the options might be. He asked what Enterprise Flagler would do if not fully funded.

Mr. Ottati replied they hoped that everyone would come together, but if not Enterprise Flagler would have to change the plan and do something different because in order to do it right they needed to have the funding. He asked the BCC to let them know if this was not the right structure, but a revised and simplified approach was the way to go.

Chairman Peterson stated he would like to see an entirely new organization with a new board and to start over with applications open to any citizen from Flagler County. He felt if the County was going to pay for the vast majority of the operation then the County should appoint the board. Commented he did not feel the plan before the BCC had gone far enough, but he also wanted to hear what Palm Coast wanted to do.

Commissioner Revels stated at this time Enterprise Flagler pooled all of the resources and if they did not get cooperation with the cities there could be a very fractured and dysfunctional system. Pointed out people would not come here and it would not have the fruition that Enterprise Flagler had. Stated she agreed with the restructuring, but she felt the BCC needed to support a format like what was requested and the funding in order to have the cities join in the effort.

Commissioner McLaughlin stated he was in favor of a Tourist Development Council (TDC) business model. Agreed an organization had to exist for economic development and there would be transparency with a TDC model.

(Item 5B – continued)

Commissioner Holland stated the reason the TDC worked so well was due to the process which was missing with Enterprise Flagler. Commented she felt the BCC needed to take the lead and her focus would be on the process. Pointed out she would not support funding going to any entity without a clear line of accountability and transparency. She felt they should hire a CEO that would clearly understand he or she was utilizing public funds and noted the taxpayer deserved transparency.

Chairman Peterson felt the Chamber of Commerce was the best entity to handle the day to day operations and the staffing should be vetted by the economic development board with final approval by the County if it was providing the vast majority of funding. The final decision making and what was ultimately performed depended on the individual municipalities, because the incentives would be decided by individual municipalities.

Mr. Ottati reiterated they would like to know if this was the organization's goal and if not they would pursue alternative functions. Stated the Enterprise Flagler Board would decide if the organization was dissolved and then someone could come up with a different plan to create jobs.

Commissioner Revels stated she was opposed to mimicking the TDC and placing it under the Chamber, because she did not want to see one organization with that much power. Pointed out she was in support of the presentation before the BCC.

Commissioner Holland commented she saw a private/public partnership working. Stated the most important thing would be the person hired as the CEO of the new entity to make a success of the program and she felt that had been a successful component.

Commissioner Hanns stated to do nothing was not an option and noted Commissioner Revels had been a long time volunteer and he agreed with her position, but was open to other ideas. Noted the accountability with the TDC now made a tremendous difference and was working. Stated Enterprise Flagler had done the best it could, but he did not want to see each municipality competing for the same opportunities, which would make the process dysfunctional.

Chairman Peterson polled the commission to see if it wanted to continue with Enterprise Flagler or whether there should be a new board:

Commissioner McLaughlin stated he wanted a new board modeled after the TDC.

Commissioner Revels wanted Enterprise Flagler as shown in the presentation by Mr. Ottati.

Commissioner Hanns stated he was with the economic development.

Commissioner Holland stated she wanted a new board. Felt there needed to be a new direction and no longer wanted to continue down the current path.

(Item 5B – continued)

Chairman Peterson stated he wanted a new board in order to try a different approach.

There was BCC consensus for a new board and new direction.

Commissioner Revels asked what the BCC meant by a new board, because the proposal was for a new board.

Commissioner Holland replied she was not looking for an entity under the Chamber and felt it needed to be separate. She was looking at creating a new board and possible looking at it being under the County and making it a countywide effort.

Chairman Peterson agreed and felt the Chamber would only be the administrator of the staff and the day to day operations with the decision making up to the new board with ratification by the BCC, exactly as it was with the TDC.

Commissioner McLaughlin stated he meant literally a model of the TDC.

Commissioner Holland stated there needed to be a countywide strategy developed with different skill sets represented on the board and it had to make the investment to hire someone.

Commissioner Revels stated Mr. Ottati came there with a proposal to restructure and a request for funding. Commented the County needed to step up to the plate before this went to the municipalities. She felt they would end up with a completely fractured community that would not support economic development as a whole.

Chairman Peterson stated he wanted to bring in people who had experience in economic redevelopment.

There was further discussion.

Mr. Ottati thanked the BCC and stated he would take the message back to the Enterprise Flagler Board.

ITEM 5C – FLIGHT OPERATIONS

County Administrator Coffey referred to page 3-114 of the proposed budget book noting more revenue was anticipated due to an increase in operations and the number of flights. Stated they anticipated a \$100,000 increase in revenue contingent on an increase in coverage of additional hours and holiday events which would be a lesser burden to the general fund by \$45,000. Pointed out some additional expenses were added for a part time pilot.

Chairman Peterson stated if there was not the additional volume the County would now have significant general fund expenses by increasing the operating expenses.

County Administrator Coffey replied the revenue would not be suspect because historically he knew how many of these types of operation had been done over multiple years, but the County had to ask others do them in the past. Explained the past trips were hospital induced trips that were covered with insured patients.

Don Petito, Fire Chief, explained most of the calls were trauma related incidents that happened in the County and to Halifax Hospital. Stated with the new equipment they could transport seriously ill patients to different hospitals.

County Administrator Coffey stated each trip could bring \$10,000 to \$20,000 and up.

Commissioner Revels stated the problem was the added expenses were about \$85,000 with only \$55,000 of income and they were trying to make it work by a decrease in the property casualty insurance which could go up if there was an incident.

County Administrator Coffey replied if that were the case and the insurance went back up it would be a net wash of zero.

Chief Petito stated with two pilots it was estimated in 2010 the County received \$90,000 in revenue and \$80,000 in 2011. Noted the revenue now was \$149,500 from October to May with three months left.

County Administrator Coffey stated the County had a pilot on military leave that would be coming back in a year. Explained now they had to shut down helicopter service for hours at a time due to sickness and fatigue and call for out of county coverage. Stated the part time pilot would alleviate that problem.

Commissioner Holland questioned the training.

County Administrator Coffey replied it was mandatory FAA training with the only location being in Texas.

Chairman Peterson asked what advantage the expanded service would be to the public.

(Item 5C – continued)

Chief Petito stated the advantage was there would not be a down time to Flagler County's helicopter for fires and trauma transport locally, plus long distance medical transports for those critically ill in local hospitals.

Commissioner Revels explained Flagler County had one helicopter that went out every day to monitor the County for problems, responded to emergency medical transports and fires. She asked if it was not doing one of those three things would it be sitting on the ground.

Chief Petito replied yes, noted the helicopter was also used for law enforcement work.

Commissioner Revels asked if they took the hours to fly someone to Miami would the County call a neighboring county for backup and would Flagler County have to pay the bill?

Chief Petito replied in that event the County would have to call for assistance and the insurance would pay.

Commissioner McLaughlin asked who would back up the County if needed.

Chief Petito stated Ocala or Volusia County and explained during times of major fires it would go status red on medical or law enforcement and the bucket would be hooked up 24 hours a day.

Commissioner Holland stated she saw it as positive and was okay with it.

Chairman Peterson stated it would be a benefit to the residents, but if not it could be collapsed back to two pilots and the services reduced.

ITEM 5D – SPECIAL REVENUES AND CAPITAL FUNDS

No discussion.

ITEM 5E – DEBT SERVICE FUNDS

County Administrator Coffey referred to Chapter 6 in the proposed budget book and noted the BCC approved all the debt in different capacities, some related to ad valorem tax, some to airport revenue and special sources of taxes, like sales tax, infrastructure tax and others.

Tom Klinker, Financial Services Director, explained in regards to the Colbert Lane bond series staff was proposing a \$5.00 per acre reduction in cost this year from \$160 to \$155 an acre. Stated if enough of the assessment was collected and interest earnings on the money invested, it could be the last year if not it would probably be a minor amount next year.

(Item 5E – continued)

Commissioner Holland questioned when the last ESL program would end.

County Administrator Coffey referred to page 6-6 and noted the 1998 bond of \$5,105,000 was paid off in 2009 and 2005 series of \$6,665,000 was scheduled to run until 2020.

Commissioner Holland asked how much was generated with the 2.5 mil.

Mr. Klinker replied 2.5 mils would generate roughly \$1.5 million annually.

There was further discussion.

Chairman Peterson asked how much there was in unencumbered reserve.

Mr. Klinker replied approximately \$800,000 or \$900,000.

County Administrator noted there was also \$505,000 reserve the County was required to have.

Chairman Peterson wanted to make sure there was enough money in reserves so they would not have to take any out of general revenue.

Mr. Klinker stated the budget document showed the 25¢ was currently sufficient to pay the debt service, but it was not known what would happen the year after next. Noted there was no levy in the current year for operating purposes, all the money was being levied for debt service.

ITEM 6 – FUTURE BUDGET & MEETING DATES:

Chairman Peterson stated he would like to bring back the Supervisor of Elections' budget.

County Attorney Hadeed hoped the statute would be followed which stated any Constitutional Supervisor of Elections had to prepare an amendment to his or her budget that contained what it would cost to conduct a special election and it would then go to the BCC. Noted that did not happen in 2009 which forced the County to use the reimbursement model. He pointed out he had not been involved in any of the cost items for the upcoming special election.

Chairman Peterson stated he would also like to bring back Parks and Recreation for discussion. Noted the Library Board of Trustees would like to postpone the capital projects for the library because it would like the money set aside for an expansion.

County Administrator Coffey stated he would be meeting with the Board of Trustees on September 5 to discuss the issue in detail.

(Item 6 – continued)

Commissioner Holland would like to bring back Solid Waste and the \$1 million in that account.

Commissioner Revel felt there was not a consensus to bring back the Parks and Recreation issue. Commented the BCC was not bringing up the Clerk's budget, which was a large increase.

County Administrator Coffey responded it actually had a \$36,000 decrease and explained the increase was to the general fund because she lost approximately \$60,000 in revenue, but overall it was a lower budget.

Commissioner Revels stated it was a bit unclear and felt the BCC might want to revisit the issue.

County Administrator Coffey noted he sent an email to the BCC with clarification, but would explain further.

Commissioner McLaughlin stated he would like to see the BCC schedule a workshop for Economic Development.

There was BCC consensus to add Economic Development at the end of the August 22 workshop.

ADJOURNMENT

**A motion was made by Commissioner Holland to adjourn the workshop at 11:55 a.m.
Seconded by Commissioner Revels**

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Gail Wadsworth
Clerk and Ex Officio Clerk to the Board

Alan C. Peterson
Chairman

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

SUBJECT: Fiscal Year 2010-2011 Budget Transfers for the General Fund.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The following budget transfer is within the same fund and does not impact the fund total.

Attachment	BTR # 11-	To Dept:	Amount	Description	Contact
1	123	3815	\$190,000	This transfer is required to fund deficits within the Fire Rescue budget resulting from the recent wild fires. Early estimates for costs of the fires were approximately \$600,000. The amount being transferred today is part of the original estimates but only represents the amount needed by the Fire Rescue Department to complete the fiscal year. The overtime expenses are partially offset by savings in retirement and workers compensation. Additional transfers may be required.	Tom Klinker

DEPT./CONTACT/PHONE #: Tom Klinker 313-4008.

RECOMMENDATIONS: Request the Board approve budget transfer BTR11-123 amending the fiscal year 2010-2011 budget.

ATTACHMENTS:


- Budget Transfer 11-123



 Thomas P. Klinker, CPA, CGFO, CPFO
 Financial Services Director

August 31, 2011

 Date

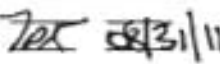


 Craig M. Coffey
 County Administrator

31 August 2011

 Date

Deputy County Admin.
 Financial Services
 Legal

Initials _____ Date _____


**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET TRANSFER REQUEST FORM**

BTR 11 - 123
DATE: 08/31/11
PREPARED BY: km
PAGE 1 OF 1

FUND: General Fund
DEPARTMENT / DIVISION: Reserves -Reserves

EXPLANATION: This transfer is required to fund deficits within the Fire Rescue budget resulting from the recent wildfires. Early estimates for costs of the fires were approximately \$600,000. The amount being transferred today is part of the original estimates but only represents the amount needed by the Fire Rescue Department to complete the fiscal year. The overtime expenses are offset by savings in retirement and workers compensation. Additional transfers may be required.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT. NO.	PROJ. NO.	AMOUNT		AVAILABLE		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	001	5000	587	9831		190,000		300,000	110,000	Emergency/Disaster Response Reserve
2	001	3815	522	1014			150,000	(135,082)	14,918	Fire Rescue Overtime
3	001	3815	522	5210			40,000	(38,756)	1,244	Gas Oil and Lubricants
4									-	
5									-	
6									-	
7									-	
8									-	
9									-	
TOTAL						\$190,000.00	\$190,000.00	\$126,162.00	\$126,162.00	

Financial Service Director's APPROVAL: *[Signature]* DATE: 08/31/11
 Administrator's APPROVAL: *[Signature]* DATE: 31 August 2011
 Board Action at Meeting: APPROVAL DATE: _____
 POSTED BY: _____ DATE POSTED: _____
 CC: _____

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

SUBJECT: Approval of Bid Award #FC-11-24 for a Term Contract for Termite and Pest Control Services to Massey Services Inc. of Palm Coast, Florida for a Period of Three (3) Years with One (1) Two (2) Year Option Renewal at an Initial Annual Cost of \$28,775.00.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: Flagler County is currently under contract with Massey Services Inc. of Palm Coast, Florida, to provide Termite and Pest Control Services for Flagler County Facilities, with the present contract expiring on September 30, 2011. A Request for Bids was publicly broadcast on Demandstar.com and advertised in the Flagler/Palm Coast News Tribune. Bid #FC-11-24 called for a term contract to provide Termite and Pest Control Services for all Flagler County Facilities and at the public bid opening on August 4, 2011, four (4) bids were received. Staff has reviewed the bids for conformity to specifications as well as terms and conditions as outlined in the bid documents. Massey Services Inc. of Palm Coast, Florida, submitted the low responsive and responsible bid and they are also a local provider.

VENDORS WHO SUBMITTED RESPONSIVE BIDS

Apex Pest Control, Sanford, FL	\$101,610.00	\$ 17,768.00	\$ 17,768.00	\$137,146.00
Florida Pest Control, St Augustine, FL	\$ 56,776.00	\$ 19,029.00	\$ 19,029.00	\$ 94,834.00
Hulett Environmental, Bunnell, FL	\$149,622.75	\$ 21,102.00	\$ 22,944.00	\$193,668.75
Massey Services Inc., Palm Coast, FL	\$ 28,775.00	\$ 23,823.00	\$ 23,823.00	\$ 76,421.00

FUNDING INFORMATION: A total of \$37,211.00 was included in the proposed Fiscal Year 2011-2012 Budget for this purpose in account numbers 001-1413-519-34-10, 001-0250-519-34-10, 001-1440-572-34-10, 001-1442-572-34-10, 001-1444-572-34-10 and 001-1445-572-34-10 (Operating Expenses, Contracted Services) for all locations contained within this bid award. Appropriations beyond fiscal year 2010-11 are subject to future Board approval.

DEPT./CONTACT/PHONE #: Purchasing, Mary McGowan, 313-4097,

RECOMMENDATIONS: Request the Board approve Bid Award #FC11-24 to Massey Services Inc. of Palm Coast Florida and authorize the Chairman to execute a term contract for a Period of Three (3) Years, at an initial annual cost of \$28,775.00, with One (1) Two (2) Year Option Renewal between Flagler County and Massey Services Inc. of Palm Coast, Florida for Termite and Pest Control Services, for Flagler County facilities

ATTACHMENTS:

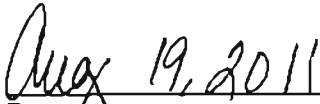
- 1. Bid Tabulation



Mary McGowan,
Purchasing Agent



Craig M. Coffey
County Administrator





Date



Date

Deputy County Admin.
Financial Services
Legal

Initials	Date
	8-17-11
	08/19/11

FC-11-24

Term Contract for Pest Control and Termite Services
 Bid Opening - August 4, 2011 at 4:00pm

ATTACHMENT 1

VENDOR INFORMATION	HULETT ENVIRONMENTAL	FLORIDA PEST CONTROL	APEX PEST CONTROL INC.	MASSEY SERVICES INC.
Addendum Acknowledgement #1	v	no	v	v
Addendum Acknowledgement #2	v	no	v	v
Drug Free Certification	v	v	v	v
Non-Collusion Certification	v	v	v	v
Public Entity Crimes Form	v	v	v	v
Authorized Signatures	v	v	v	v
References	v	v	v	v
Vendor Information	v	v	v	v
Local Preference	v	v	v	v
Certificate of Insurance	v		v	
Pest Control - Year One	\$ 18,762.00	\$ 12,228.00	\$ 11,264.00	\$ 10,116.00
Pest Control - Year Two	\$ 18,762.00	\$ 12,228.00	\$ 11,264.00	\$ 10,116.00
Pest Control - Year Three	\$ 20,604.00	\$ 12,228.00	\$ 11,264.00	\$ 10,116.00
Termite - Initial Treatment (Bait)	\$ 74,563.00	NO BID	\$ 62,958.00	\$ 2,684.00
Termite - Initial Treatment (Liquid)	\$ 53,957.75	\$ 37,747.00	\$ 20,884.00	\$ 2,268.00
Termite - Annual Inspection	\$.08 /per square foot	\$ 6,801.00 /per square foot	\$ 6,504.00 /per square foot	\$ 13,707.00 /per square foot
Pre-Construction Termite Treatment	\$ 3.75 /per linear foot	\$ 1.72 /per linear foot	\$ 1.55 /per linear foot	\$ 1.70 /per linear foot
Additional Buildings				

Witness: Kris Collora

Witness: Mary McGowan

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 8**

SUBJECT: Proposed Changes to Section 17 of the Flagler County Personnel Policies and Procedure Manual – Appeals.

DATE OF MEETING: September 7 , 2011

OVERVIEW/SUMMARY: Section 17 of the Flagler County Personnel Policies & Procedure Manual (Attachment 1) covers Appeals. The recommended changes to the Personnel Policies and Procedures Manual are in paragraph 17.03 (B) that deals with formal appeal procedures. Currently, the policy authorizes an employee to appeal decisions made by the County Administrator to the Board of County Commissioners.

As you are aware, prior to any suspension, demotion or dismissal, an employee shall be given a pre-disciplinary hearing. Since Mr. Coffey has been the County Administrator, all suspension, demotion and dismissal hearings have been heard by the Deputy County Administrator, with the County Attorney available to provide advice and counsel. These recommended changes to section 17 will continue to allow the employee an opportunity for appeal however, to the County Administrator and not the Board.

The changes recommended by staff to the current policy provide for the opportunity to appeal decisions that are made by the Deputy County Administrator as a result of a pre-disciplinary hearing to the County Administrator, which removes the appeal right to the Board of County Commissioners. This change is in concert with Florida Statute 125 which outlines the County Administrators powers and duties that leaves hiring and discharge responsibilities to that position.

Strikethroughs and underlines address the recommended changes on the attached version of section 17.

This proposal was sent to the two (2) unions on June 17, 2011 and no comments have been received.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Joseph A. Mayer, Community Services Director, 313-4033.

RECOMMENDATIONS: Request the Board approve the staffs recommended changes to section 17 of the Flagler County Policies and Procedures.

ATTACHMENTS:

1. Section 17 – APPEALS
2. Emails to Union Leaders

Joseph A. Mayer
Joseph A. Mayer
Community Services Director
8-8-11
Date

Craig M. Coffey
Craig M. Coffey
County Administrator
24 August 2011
Date

	<u>Initials</u>	<u>Date</u>
Deputy County Admn.	<u>SPB</u>	<u>8-8-11</u>
Financial Services	<u>N/A</u>	
Legal	<u>JM</u>	<u>8-8-11</u>

SECTION 17

APPEALS

17.01 DEFINITION

Personnel actions subject to appeal procedures include the following:

Performance evaluations;

Denial of employment involving claims of alleged discrimination;

Denial of promotion involving claims of alleged discrimination; or,

Disciplinary actions (involving suspensions, demotions or dismissals) which have proceeded through a pre-disciplinary hearing outlined in Section 13.

Appeals shall be classified in two (2) categories according to the type of allegation:

Those based on allegations of discrimination, i.e. race, color, religion, sex, age, national origin, marital status, political affiliation, handicap or disability shall be classified as discrimination appeals.

Those which do not allege discrimination, but are work related, shall be classified as non-discrimination appeals.

17.02 ELIGIBILITY TO FILE AN APPEAL

An appeal may be initiated by eligible full time and part time employees. The granting of appeal rights to part time employees shall in no way change their status as at will employees.

Non-discrimination appeals may be initiated by eligible employees who have successfully completed the prescribed probationary period.

Appeals alleging discrimination may be initiated by employees who wish to file an appeal on the basis that their rights may have been infringed upon in a discriminatory manner, i.e., race, color, religion, marital status, sex, age, national origin, political affiliation, handicap or disability.

17.03 APPEAL PROCEDURE

A. INFORMAL APPEAL PROCESS

The established formal process does not preclude and is not intended to discourage the employee from first discussing the personnel action with their immediate supervisor(s) or department director/manager informally and verbal .The employee should discuss the problem, concerns and/or misunderstandings of the personnel action rationally with the appropriate Reviewing Authority in an atmosphere of cooperation and problem resolution as an on-going process in the employment relationship.

The supervisor or department director/manager is responsible for making appropriate inquiries and taking any necessary actions to resolve the issue presented by the employee with an answer or response within a reasonable and understood time frame.

If the appeal is not resolved informally or the supervisor or department, director/manager fails to address the personnel action formally, the employee is to utilize the formal appeal process as outlined below.

In the event the appeal issue involves the employee's supervisor, the employee may address the issue to the supervisor's supervisor or the County Administrator. If the appeal issue involves the Assistant County Administrator or County Administrator, the employee should consult the County Attorney.

B. FORMAL APPEAL PROCESS

All personnel actions subject to review as an appeal shall first be heard by the Deputy County Administrator or designee, the Human Resources Director and the affected department director/manager with the County Attorney available to provide advice and counsel. ~~If the appeal addresses conduct of a Department Head, then it will be heard by the County Administrator or Deputy County Administrator. If the appeal addresses conduct of the County Administrator or Assistant Administrator, then it should be addressed to the County Attorney who will arrange for the appeal to be heard by the Board of County Commissioners or an independent neutral party who is retained for the purpose of hearing the appeal. In the event the appeal is against the County Attorney, it shall be filed with the County Administrator who will arrange for the appeal to be heard by an independent neutral party who is retained for the purpose of hearing the appeal.~~

~~The hearing shall take place within five (5) working days after written request to the County Administrator or the County Attorney (if applicable) by the Appellant.~~

The Deputy County Administrator or alternate designee shall render a decision within five (5) working days. Written notice of the decision, stating the reasons therefore, shall be given to the employee or mailed to their usual place of residence within ten (10) working days after a decision is rendered.

If the appeal is not resolved or the employee is not satisfied with the decision of the Deputy County Administrator or alternate designee, the decision may be appealed to the County Administrator in writing within ten (10) working days of receipt of Deputy County Administrators decision. ~~the Board of County Commissioners by making such application in~~

~~writing to the Commission Chairman, through the County Administrator or County Attorney, within ten working days of receipt of the County Administrator's decision. The County Administrator or County Attorney will notify the Commission Chairman upon receipt of the appeal, and the latter will convene a special meeting of the Commission to hear the appeal within ten working days of receipt of the appeal. If requested in writing by the employee, testimony will be heard by a Hearing Officer pursuant to the provisions of the Flagler County Administrative Hearing Ordinance, with final determination by the Board of County Commissioners pursuant to the provisions of that Ordinance.~~

The burden of proof in any appeal of disciplinary action shall be on the appellant (employee).

17.04 RESPONSIBILITIES OF EMPLOYEE AND DEPARTMENT DIRECTOR/MANAGER

It shall be the employee's responsibility to include in all written appeals:

- A written statement indicating why the Employee is entitled to be heard.
- Factual evidence which will support the Employee's request to be heard.
- Any and all support documentation pertaining to the personnel action.

2. It shall be the department director/manager's responsibility to include in all written appeal responses:

- A brief summary of the personnel action being appealed and the employee's contention(s).
- A concise statement of facts as a result of research and investigation conducted concerning the appeal indicating why the personnel action should be upheld, modified or overturned.
- Factual evidence which will support the personnel action being appealed.
- Any and all support documentation germane to the personnel action.

17.05 NAME CLEARING HEARINGS

All employees shall be entitled to a post termination name clearing hearing in accordance with the procedure set forth below. This procedure is in addition to any appeal right under Policy 91-7 or its successor. The sole purpose of any hearing under this section is to allow the employee to respond to any potentially stigmatizing information surrounding his or her discharge.

Upon receipt of the notification of discharge, an employee covered under this section shall have five days in which to request a name clearing hearing before the County Administrator.

Such hearing shall be non-adversarial and solely for the purpose of allowing the employee to present whatever facts or evidence the employee desires to rebut any potentially stigmatizing information contained in his or her personnel file or otherwise published.

Upon completion of any hearing or in the event no hearing is requested, the employee shall have five days in which to forward to the County Administrator any written response to potentially stigmatizing information. Such response shall thereafter be included in the employee's personnel file.

The failure of an employee to request a post termination name clearing hearing shall be considered a waiver of that right and of any liberty interest deprivation caused by potentially stigmatizing information published about the employee. In the event of discipline less than discharge, the employee's name clearing opportunity shall be limited to that provided in Section 17.05.

Linda L. Russell

Subject: RE: Agenda item for August 15
Attachments: SECTION 17.docx

From: Joe Mayer
Sent: Friday, June 17, 2011 2:22 PM
To: Richard Bennett; 'Vince Champion'
Subject: FW: Agenda item for July 6
Importance: High

Gentlemen,

This email will serve to advise you that Flagler County intends on making changes to section 17 of the Policies & Procedures Manual concerning appeals. The attached agenda item is provided for your perusal. The recommended changes to the Personnel Policies and Procedures Manual are in paragraph 17.03 (B) that deals with formal appeal procedures. Currently, the policy authorizes an employee to appeal decisions made by the County Administrator to the Board of County Commissioners.

As you are aware, prior to any suspension, demotion or dismissal, an employee shall be given a pre-disciplinary hearing. Since Mr. Coffey has been the County Administrator, all suspension, demotion and dismissal hearings have been heard by the Deputy County Administrator, with the County Attorney available to provide advice and counsel.

These recommended changes to section 17 will continue to allow the employee an opportunity for appeal however, to the County Administrator and not the Board.

The changes recommended by staff to the current policy provide for the opportunity to appeal decisions that are made by the Deputy County Administrator as a result of a pre-disciplinary hearing to the County Administrator, which removes the appeal right to the Board of County Commissioners. This change is in concert with Florida Statute 125 which outlines the County Administrators powers and duties that leaves hiring and discharge responsibilities to that position.

Strikethroughs and underlines address the recommended changes on the attached version of section 17.

Should you have any questions concerning these changes feel free to contact me personally.

Joseph A. Mayer
Community Services Director
Flagler County, Board of County Commissioners
1769 East Moody Blvd. Bldg #2
Bunnell, Florida 32110
(386) 313-4007 (386) 313-4107 Fax
jmayer@flaglercounty.org
www.flaglercounty.org

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**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 9**

SUBJECT: Contract with the State of Florida Department of Health for Operation of the Flagler County Health Department for Contract Year 2011-2012

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY:

Obtain approval for annual contract between the State of Florida Department of Health and the Flagler County Board of County Commissioners for the operation of the Health Department in Flagler County for contract year 2011-2012. This is a standard contract that is done every year between the County and the State. The terms and conditions of the body of the contract remain the same as last year.

FUNDING INFORMATION: The County's appropriated responsibility as provided in Attachment II, Part II is \$250,000.00; the same as the 2010-2011 fiscal year and is included within the proposed fiscal year 2011-2012 Flagler County budget account number 001-4900-562.81-10.

DEPT./CONTACT/PHONE #: Administration/Craig Coffey/ 313-4001 and Flagler County Health Department/Patrick Johnson Administrator/437-7350 Ext 2231

RECOMMENDATIONS: Request the Board approve the contract between the Flagler County Board of County Commissioners and the State of Florida Department of Health for operation of the Flagler County Health Department for the 2011-2012 contract year.

ATTACHMENTS:

1. Contract between the Board of County Commissioners and the State of Florida Department of Health






Craig Coffey
County Administrator



Date

Deputy County Admin
Financial Services
Legal

Initials	Date
	8/26/11
	8/25/11
	8/30/11

**CONTRACT BETWEEN
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE FLAGLER COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2011-2012**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Flagler County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2011.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Flagler County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2011, through September 30, 2012, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 1,639,554 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$ 250,000 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Flagler County
PO Box 847
Bunnell, FL 32110

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall

be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Flagler County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of

surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The

CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2012 for the report period October 1, 2011 through December 31, 2011;
- ii.* June 1, 2012 for the report period October 1, 2011 through March 31, 2012;
- iii.* September 1, 2012 for the report period October 1, 2011 through June 30, 2012; and
- iv.* December 1, 2012 for the report period October 1, 2011 through September 30, 2012.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2012, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

Patrick H. Johnson
Name

Administrator, Flagler
County Health Department
Title

PO Box 847
301 Dr. Carter Boulevard
Bunnell, FL 32110
Address

(386) 437-7350
Telephone

For the County:

Alan C. Peterson
Name

Chairman, Flagler County
Board of Commissioners
Title

1769 East Moody Boulevard
Suite 301
Bunnell, 32110
Address

(386) 313-4001
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 23 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2011.

**BOARD OF COUNTY COMMISSIONERS
FOR FLAGLER COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Alan C. Peterson

TITLE: Chairman

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Gail Wadsworth

TITLE: Clerk of the Circuit Court

DATE: _____



SIGNED BY: _____

NAME: H. Frank Farmer, Jr., MD, PhD, FACP

TITLE: State Surgeon General

DATE: _____

SIGNED BY:  _____

NAME: Patrick H. Johnson, RN-C, MPA

TITLE: Flagler CHD Administrator

DATE: 8-25-2011

ATTACHMENT I

FLAGLER COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability as documented in Florida SHOTS, the assessment of various immunization levels as documented in Florida SHOTS and forms reporting adverse events following immunization.
7.	Chronic Disease Program	Requirements as specified in the Healthy Communities, Healthy People Guidebook.
8.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
9.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Socio-

ATTACHMENT I (Continued)

demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.

10. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (April 2007).
11. Tuberculosis Tuberculosis Program Requirements as specified in FAC 64D-3, F.S. *Specific Authority* 381.0011(13), 381.003(2), 381.0031(6), 384.33, 392.53(2), 392.66 *FS Law Implemented* 381.0011(4), 381.003(1), 381.0031(1), (2), (6), 383.06, 384.23, 384.25, 385.202, 392.53 FS.381 and CHD Guidebook.
12. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in the CHD Guide to Surveillance and Investigations.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

FLAGLER COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/11	121,923	439,416	561,339
2. Drawdown for Contract Year October 1, 2011 to September 30, 2012	(214,265)	(122,842)	(337,107)
3. Special Capital Project use for Contract Year October 1, 2011 to September 30, 2012			0
4. Balance Reserved for Contingency Fund October 1, 2011 to September 30, 2012	(92,342)	316,574	224,232

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II.

**FLAGLER COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PREVENTION	0	0	0	0	0
015040	AIDS SURVEILLANCE	0	0	0	0	0
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/PRIMARY CARE	112,960	0	112,960	0	112,960
015040	ALPHA ONE PROGRAM - MIAMI-DADE	0	0	0	0	0
015040	CHILD HEALTH MEDICAL SERVICES	0	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	21,426	0	21,426	0	21,426
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DENTAL SPECIAL INITIATIVES	6,542	0	6,542	0	6,542
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	FAMILY PLANNING GENERAL REVENUE	18,487	0	18,487	0	18,487
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	SCHOOL HEALTH GENERAL REVENUE	36,981	0	36,981	0	36,981
015040	SPECIAL NEEDS SHELTER PROGRAM	76,086	0	76,086	0	76,086
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015050	NON-CATEGORICAL GENERAL REVENUE	397,420	0	397,420	0	397,420
GENERAL REVENUE TOTAL		669,902	0	669,902	0	669,902
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	3,623	0	3,623	0	3,623
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010	ALG/PRIMARY CARE	0	0	0	0	0
015010	SUPER ACT	2,250	0	2,250	0	2,250
015010	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010	INDIRECT	25,000	0	25,000	0	25,000
015010	SCHOOL HEALTH TOBACCO TF	55,216	0	55,216	0	55,216
015010	TOBACCO ADMINISTRATION & MANAGEMENT	25,000	0	25,000	0	25,000
015010	TOBACCO ADMINISTRATIVE SUPPORT	0	0	0	0	0
015010	TOBACCO COMMUNITY INTERVENTION	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0

ATTACHMENT II.

**FLAGLER COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
2. NON GENERAL REVENUE - STATE						
015060	NON-CATEGORICAL TOBACCO REBASING	19,941	0	19,941	0	19,941
NON GENERAL REVENUE TOTAL		131,030	0	131,030	0	131,030
3. FEDERAL FUNDS - State						
007000	AIDS PREVENTION	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	25,000	0	25,000	0	25,000
007000	COASTAL BEACH MONITORING PROGRAM	8,271	0	8,271	0	8,271
007000	COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000	ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000	EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	47,960	0	47,960	0	47,960
007000	HEALTH PROGRAM FOR REFUGEES	0	0	0	0	0
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	23,944	0	23,944	0	23,944
007000	HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000	IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	6,952	0	6,952	0	6,952
007000	IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000	MCH BLOCK GRANT SPECIAL PROJECTS	23,297	0	23,297	0	23,297
007000	MCH BLOCK GRANT SPECIAL PROJECTS	19,960	0	19,960	0	19,960
007000	ORAL HEALTH WORKFORCE ACTIVITIES	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000	PUBLIC HEALTH PREPAREDNESS BASE	272,754	0	272,754	0	272,754
007000	RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000	RYAN WHITE	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	0	0	0	0	0
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	STATE INDOOR RADON GRANT	0	0	0	0	0
007000	STD FEDERAL GRANT - CSPS	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TEENAGE PREGNANCY PREVENTION REPLICATION 2010-11	11,184	0	11,184	0	11,184
007000	TEENAGE PREGNANCY PREVENTION REPLICATION 2011-12	55,919	0	55,919	0	55,919
007000	TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000	TITLE X MALE PROJECT	0	0	0	0	0
007000	TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000	WIC ADMINISTRATION	292,063	0	292,063	0	292,063
007000	WIC BREASTFEEDING PEER COUNSELING	60,125	0	60,125	0	60,125
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA Federal Grant - Schedule C	6,331	0	6,331	0	6,331

ATTACHMENT II.

**FLAGLER COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
015075	SUMMER FEED, REFUGEE HEALTH	7,810	0	7,810	0	7,810
015075	SCHOOL HEALTH TITLE XXI	15,409	0	15,409	0	15,409
FEDERAL FUNDS TOTAL		876,979	0	876,979	0	876,979
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	1,130	0	1,130	0	1,130
001020	BODY PIERCING	370	0	370	0	370
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	5,730	0	5,730	0	5,730
001020	FOOD HYGIENE PERMIT	9,050	0	9,050	0	9,050
001020	BIOHAZARD WASTE PERMIT	8,170	0	8,170	0	8,170
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	1,800	0	1,800	0	1,800
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	24,550	0	24,550	0	24,550
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	23,000	0	23,000	0	23,000
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	3,000	0	3,000	0	3,000
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	Central Office Surcharge	7,000	0	7,000	0	7,000
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		83,800	0	83,800	0	83,800
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	214,266	0	214,266	0	214,266
OTHER CASH CONTRIBUTIONS TOTAL		214,266	0	214,266	0	214,266
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	63	80	143	0	143
001078	MEDICAID ADMINISTRATION OF VACCINE	10,000	10,000	20,000	0	20,000
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	82,770	105,088	187,858	0	187,858
001082	MEDICAID DENTAL	209,685	266,222	475,907	0	475,907
001083	MEDICAID FAMILY PLANNING	12,524	112,715	125,239	0	125,239
001087	MEDICAID STD	11,036	14,012	25,048	0	25,048
001089	MEDICAID AIDS	0	0	0	0	0

ATTACHMENT II.

**FLAGLER COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY					
001147	Medicaid HMO Capitation	0	0	0	0
001191	MEDICAID MATERNITY	44,144	56,047	100,191	0
001192	MEDICAID COMPREHENSIVE CHILD	104,843	133,111	237,954	0
001193	MEDICAID COMPREHENSIVE ADULT	44,144	56,047	100,191	0
001194	MEDICAID LABORATORY	0	0	0	0
001208	MEDIPASS \$2.00 ADM. FEE	27,000	27,000	54,000	0
001059	Medicaid Low Income Pool	0	0	0	0
001051	Emergency Medicaid	0	0	0	0
001058	Medicaid - Behavioral Health	0	0	0	0
001071	Medicaid - Orthopedic	0	0	0	0
001072	Medicaid - Dermatology	0	0	0	0
001075	Medicaid - School Health Certified Match	0	0	0	0
001069	Medicaid - Refugee Health	0	0	0	0
001055	Medicaid - Hospital	0	0	0	0
001148	Medicaid HMO Non-Capitation	15,386	19,534	34,920	0
001074	Medicaid - Newborn Screening	0	0	0	0
MEDICAID TOTAL	561,595	799,856	1,361,451	0	1,361,451
7. ALLOCABLE REVENUE - STATE					
018000	REFUNDS	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
	PHARMACY SERVICES	0	0	0	96,621
	LABORATORY SERVICES	0	0	0	34,375
	TB SERVICES	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	353,077
	STD SERVICES	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0
	WIC FOOD	0	0	0	1,230,147
	ADAP	0	0	0	56,405
	DENTAL SERVICES	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	1,770,625	1,770,625
9. DIRECT LOCAL CONTRIBUTIONS - COUNTY					
008030	Contribution from Health Care Tax	0	0	0	0
008034	BCC Contribution from General Fund	0	250,000	250,000	0
DIRECT COUNTY CONTRIBUTION TOTAL	0	250,000	250,000	0	250,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001060	VITAL STATS FEES- OTHER	0	300	300	0
001077	RABIES VACCINE	0	0	0	0

ATTACHMENT II.

**FLAGLER COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	116,340	116,340	0	116,340
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	24,495	24,495	0	24,495
001114	NEW BIRTH CERTIFICATES	0	19,600	19,600	0	19,600
001115	Vital Statistics - Death Certificate	0	62,900	62,900	0	62,900
001117	VITAL STATS-ADM. FEE 50 CENTS	0	700	700	0	700
001073	Co-Pay for the AIDS Care Program	0	0	0	0	0
001025	Client Revenue from GRC	0	0	0	0	0
001040	Cell Phone Administrative Fee	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	224,335	224,335	0	224,335
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	37,545	37,545	0	37,545
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	1,200	1,200	0	1,200
001190	Health Maintenance Organization	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	10,000	10,000	0	10,000
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008010	Contribution from City Government	0	0	0	0	0
008020	Contribution from Health Care Tax not thru BCC	0	0	0	0	0
008050	School Board Contribution	0	0	0	0	0
008060	Special Project Contribution	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	11,200	11,200	0	11,200
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	122,841	122,841	0	122,841
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0

ATTACHMENT II.

**FLAGLER COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT DIRECT-ARROW	0	0	0	0	
010402	Recycled Material Sales	0	0	0	0	
010303	FDLE Fingerprinting	0	0	0	0	
007050	ARRA Federal Grant	0	0	0	0	
001010	Recovery of Bad Checks	0	0	0	0	
008065	FCO Contribution	0	0	0	0	
011006	Restricted Cash Donation	0	0	0	0	
028000	Insurance Recoveries	0	0	0	0	
001033	CMS Management Fee - PMPMPC	0	0	0	0	
010400	Sale of Goods Outside State Government	0	0	0	0	
010500	Refugee Health	0	0	0	0	
005045	Interest Earned-Third Party Provider	0	0	0	0	
005043	Interest Earned-Contract/Grant	0	0	0	0	
010306	DOH/DOC Interagency Agreement	0	0	0	0	
008040	BCC Grant/Contract	0	0	0	0	
011002	ARRA Federal Grant - Sub-Recipient	0	0	0	0	
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	182,786	182,786	0	182,786
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	
037000	PRIOR YEAR WARRANT	0	0	0	0	
038000	12 MONTH OLD WARRANT	0	0	0	0	
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	282,768	282,768
	GROUNDS MAINTENANCE	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	38,744	38,744
BUILDINGS TOTAL		0	0	0	321,512	321,512
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		2,537,572	1,456,977	3,994,549	2,092,137	6,086,686

**ATTACHMENT II.
FLAGLER COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2011 to September 30, 2012

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	4.07	2,562	3,347	80,342	68,865	80,342	68,864	157,640	140,773	298,413
STD (102)	3.26	1,001	1,689	47,725	40,907	47,725	40,908	13,425	163,840	177,265
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.00	6	20	0	0	0	0	0	0	0
TB CONTROL SERVICES (104)	0.90	280	730	16,257	13,934	16,257	13,932	21,489	38,891	60,380
COMM. DISEASE SURV. (106)	0.51	0	454	8,951	7,672	8,951	7,672	0	33,246	33,246
HEPATITIS PREVENTION (109)	0.00	220	280	0	0	0	0	0	0	0
PUBLIC HEALTH PREP AND RESP (116)	4.48	0	0	112,910	96,780	112,910	96,781	419,381	0	419,381
VITAL STATISTICS (180)	1.12	3,075	9,510	16,499	14,142	16,499	14,141	0	61,281	61,281
COMMUNICABLE DISEASE SUBTOTAL	14.34	7,144	16,030	282,684	242,300	282,684	242,298	611,935	438,031	1,049,966
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.35	0	0	7,235	6,201	7,235	6,201	26,872	0	26,872
TOBACCO PREVENTION (212)	0.50	0	0	7,849	6,727	7,849	6,727	29,152	0	29,152
WIC (21W1)	7.84	3,250	21,830	96,197	82,455	96,197	82,454	357,303	0	357,303
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.24	360	2,426	21,206	18,176	21,206	18,177	78,765	0	78,765
FAMILY PLANNING (223)	8.52	2,791	5,558	150,199	128,742	150,199	128,742	283,368	274,514	557,882
IMPROVED PREGNANCY OUTCOME (225)	3.88	353	1,209	58,196	49,882	58,196	49,883	102,498	113,659	216,157
HEALTHY START PRENATAL (227)	0.00	0	0	0	0	0	0	0	0	0
COMPREHENSIVE CHILD HEALTH (229)	9.97	1,950	4,290	156,741	134,349	156,741	134,349	305,791	276,389	582,180
HEALTHY START INFANT (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	1.12	0	142,000	31,480	26,983	31,480	26,983	116,926	0	116,926
COMPREHENSIVE ADULT HEALTH (237)	3.68	510	1,307	60,115	51,527	60,115	51,527	138,765	84,519	223,284
COMMUNITY HEALTH DEVELOPMENT (238)	0.00	0	0	0	0	0	0	0	0	0
DENTAL HEALTH (240)	6.55	2,400	4,450	122,741	105,206	122,741	105,206	236,344	219,550	455,894
PRIMARY CARE SUBTOTAL	44.65	11,614	183,070	711,959	610,248	711,959	610,249	1,675,784	968,631	2,644,415
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.14	6	132	3,863	3,311	3,863	3,312	14,349	0	14,349
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.14	11	72	3,478	2,981	3,478	2,980	12,917	0	12,917
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.76	362	880	13,546	11,611	13,546	11,612	27,820	22,495	50,315
INDIVIDUAL SEWAGE DISP. (361)	1.19	232	542	21,630	18,540	21,630	18,539	80,339	0	80,339
Group Total	2.23	611	1,626	42,517	36,443	42,517	36,443	135,425	22,495	157,920
Facility Programs										
FOOD HYGIENE (348)	0.33	49	214	5,939	5,091	5,939	5,090	22,059	0	22,059
BODY ART (349)	0.02	5	8	281	241	281	240	1,043	0	1,043
GROUP CARE FACILITY (351)	0.21	93	146	3,818	3,273	3,818	3,272	0	14,181	14,181
MIGRANT LABOR CAMP (352)	0.01	1	5	251	215	251	215	932	0	932
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0

**ATTACHMENT II
FLAGLER COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2011 to September 30, 2012

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
MOBILE HOME AND PARKS SERVICES (354)	0.07	19	48	1,322	1,133	1,322	1,134	4,911	0	4,911
SWIMMING POOLS/BATHING (360)	0.49	154	440	17,138	686	1,028	15,424	34,276	0	34,276
BIOMEDICAL WASTE SERVICES (364)	0.21	114	117	3,888	3,333	3,888	3,333	14,442	0	14,442
TANNING FACILITY SERVICES (369)	0.02	5	10	305	261	305	262	1,133	0	1,133
Group Total	1.36	440	988	32,942	14,233	16,832	28,970	78,796	14,181	92,977
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.04	16	37	743	637	743	638	2,761	0	2,761
Group Total	0.04	16	37	743	637	743	638	2,761	0	2,761
Community Hygiene										
OCCUPATIONAL HEALTH (344)	0.00	0	0	0	0	0	0	0	0	0
COMMUNITY ENVIR. HEALTH (345)	0.01	0	6	248	213	248	212	0	921	921
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	3	3	3	3	12	0	12
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.06	15	39	1,139	976	1,139	975	0	4,229	4,229
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.52	205	510	9,172	7,861	9,172	7,861	25,577	8,489	34,066
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	13	11	13	11	48	0	48
TOXIC SUBSTANCES (373)	0.00	0	0	63	54	63	54	234	0	234
Group Total	0.59	220	555	10,638	9,118	10,638	9,116	25,871	13,639	39,510
ENVIRONMENTAL HEALTH SUBTOTAL	4.22	1,287	3,206	86,840	60,431	70,730	75,167	242,853	50,315	293,168
D. NON-OPERATIONAL COSTS:										
Non-Operational Costs (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	1,885	1,615	1,885	1,615	7,000	0	7,000
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	1,885	1,615	1,885	1,615	7,000	0	7,000
TOTAL CONTRACT	63.21	20,045	202,306	1,083,368	914,594	1,067,258	929,329	2,537,572	1,456,977	3,994,549

ATTACHMENT III

FLAGLER COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
FLAGLER COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Clinic/Administration	301 Dr. Carter Boulevard Bunnell, FL 32110	Flagler County
Vital Statistics/Accounting	200 Dr. Carter Boulevard Bunnell, FL 32110	Flagler County
Environmental Health	208 Dr. Carter Boulevard Bunnell, FL 32110	Flagler County

ATTACHMENT V
FLAGLER COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2009-2010	\$ _____	\$ _____	\$ _____ -
2010-2011	\$ _____	\$ _____	\$ _____ -
2011-2012	\$ _____	\$ _____	\$ _____ -
2012-2013	\$ _____	\$ _____	\$ _____ -
2013-2014	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ _____ -	\$ _____ -	\$ N/A

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: _____

LOCATION/ ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*: _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ _____

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____ -

COST PER SQ FOOT: \$ _____ **#DIV/0!**

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 10**

SUBJECT: Flagler County Property, Auto and Liability Insurance Coverage Renewal

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The County's property, auto and liability insurance provider PRIA (Public Risk Insurance Agency) has provided the renewal figures for fiscal year 11/12. As you might recall two years ago we were able to save money from our annual premiums by opting for a self-insured auto policy and by adjusting values to our auto and inland marine schedules. Staff has set aside \$50,000 into a pooled account to cover self-insured auto damage for standard vehicles. We do however continue to maintain collision coverage on any leased vehicles. The County will continue to maintain Catastrophic Coverage for our Emergency Services vehicles such as ambulances and fire engines to cover us for those unforeseen events. The Catastrophic coverage has a \$5,000.00 deductible and covers total replacement costs for those vehicles. The County also continues to maintain outside liability insurance on all County vehicles.

During the last session, the Florida Legislature amended §768.28, F.S. which provides for a limited waiver of sovereign immunity for tort claims against the State, its agencies, and political subdivisions. Specifically, the monetary limits on liability set forth in that statute were increased from the existing limits of \$100,000 per person and \$200,000 per occurrence, to the new limits of \$200,000 per person and \$300,000 per occurrence.

This amendment, which was signed into law by the Governor, takes effect on October 1, 2011 and applies to claims arising on or after that date. Otherwise, the statute remains unchanged. This change in the sovereign immunity limits, which essentially amounts to an unfunded mandate, that has resulted in increased expenses for Florida's governmental entities in the form of increased litigation, larger settlements and verdicts, and corresponding higher insurance costs.

This policy will be effective Oct 1, 2011 and will expire on September 30, 2012. Staff bids out these services approximately every three years. Bids were received for the current 2010/11 fiscal year, in which two other bids were received from the Florida Association of Counties and the League of Cities, both of which were higher than PRIA. The Public Risk Insurance Agency (PRIA) has consistently worked with Flagler County to offer us the lowest rates and has provided outstanding service.

Outlined below is a summary of premium charges for the proposed insurance coverage;

- | | |
|--|------------|
| ➤ Property / Inland Marine / Equipment Breakdown premium | \$560,723. |
| ➤ Vehicle Catastrophic Coverage | \$ 17,143. |
| ➤ General Liability (Sovereign Immunity Change) | \$152,267 |

➤ Public Officials / Employment Practices Liability	\$ 31,195.
➤ Automobile Liability & Physical Damage	<u>\$ 73,466</u>
Total Costs	\$834,794

Our policy premium for this current fiscal year is less at \$735,219. This new premium represents an increase of \$99,575. However, the cost difference is relatively minor when you consider that \$55,000 of the increase is due to the legislation changes to sovereign immunity as discussed above, and over \$17,000 is due to previous underreporting of payroll which certain premiums are partially based on. Also, keep in mind staff has worked hard to lower our insurance costs by reducing our premiums which were in excess of one million dollars prior to 2008-09. Brown and Brown PRIA has helped staff throughout this process.

FUNDING INFORMATION: The total premium for property, general liability, automobile and public official & employment practices liability will be \$834,794 which will be due on October 1, 2011. These premiums are already included in the 2011/12 proposed budget adequate to cover this amount. Funding is throughout various funds.

DEPT./CONTACT/PHONE #: Joseph A. Mayer, Community Services Director, 386-313-4033.

RECOMMENDATIONS: Request the Board approve the property, auto and liability policy renewal with our insurance provider Public Risk Insurance Agency (PRIA).

ATTACHMENTS:

1. Public Risk Insurance Agency Premium Recapitulation Information



 Community Services Director



 Craig M. Coffey, County Administrator

8-31-11

 Date

31 August 2011

 Date

	Initials	Date
Deputy County Admin.	SS	8-22-11
Legal	WA	
Financial Services	KM	8-23-11

**PUBLIC RISK INSURANCE AGENCY
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THE AGENCY

Public Risk Insurance Agency (PRIA) has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 18 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

In March 2000, PRIA became part of the Brown & Brown, Inc. family of agencies. Brown & Brown, Inc. is the sixth largest independent insurance agency in the United States, according to Business Insurance Magazine.

As a Brown & Brown company, PRIA has access to hundreds of insurance markets nationwide. With premium volume exceeding \$2,500,000,000 Brown & Brown is the largest agent for many national insurance companies. The buying power and premium leverage within the organization is surpassed by few agencies.

PRIA focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

AN INTRODUCTION TO YOUR SERVICE TEAM

Alan Florez

Executive Vice President

Paul Dawson

Senior Vice President / Account Executive

Michelle Martin, CIC

Vice President / Account Executive

Brian Cottrell, CIC, CRM

Vice President / Account Executive

Cecilia "Ceci" Ford, CSR

Vice President / Account Executive

Robin Faircloth

Director of Operations

Linda Burtchett

Account Representative

Patricia "Trish" Jenkins

Account Representative

Kate Gross

Account Representative

Melody Blake, ACSR

Account Representative

Brittany O'Brien, CIC

Account Representative

Will assist with daily servicing of your account, including endorsements, client services, accounting and quality assurance.

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All of the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.

PREFERRED GOVERNMENTAL INSURANCE TRUST (*Preferred*) OVERVIEW

Preferred Governmental Insurance Trust (*Preferred*) represents the most financially secure alternative for municipalities, counties, special districts and schools for property, liability and workers compensation insurance coverages, with a foundation built upon a personalized service commitment to its members, customized loss control initiatives and aggressive claims management. Specific coverages available through *Preferred* include:

Property and Equipment Breakdown	General Liability
Contractor's Equipment	EMT/Paramedic Professional Liability
Electronic Data Processing	Law Enforcement Professional Liability
Miscellaneous Inland Marine	Employee Benefits Administration Liability
Crime	Automobile Liability and Physical Damage
Bonds (Employee Dishonesty)	Public Officials Liability
Environmental Impairment Liability	Workers' Compensation

A variety of pricing options are available, from traditional guaranteed cost to deductible programs, to loss sensitive retrospective rating plans.

Following is a brief overview of the Trust structure and service components:

1. Legal Structure

- Multi-line intergovernmental pool
- Governed by Board of Trustees comprised of elected officials

2. Marketing

- Public Risk Underwriters, Lake Mary, Florida
- Kurt Heyman, Vice President-Marketing

3. Underwriting

- Public Risk Underwriters, Lake Mary, Florida
- Margaret Gross, Director of Underwriting

4. Loss Control

- Mike Marinan, Senior Safety & Risk Management Consultant
- Mike Stephens, Safety & Risk Management Consultant
- State of Florida approved program

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

5. Policy Issuance

- Public Risk Underwriters, Lake Mary, Florida
- Navrisk Management System
- Integrates interlocal agreement to participate with NCCL rules and regulations

6. Auditing

- Public Risk Underwriters, Lake Mary, Florida
- Quarterly self audits for Workers' Compensation

7. Claims

- Contractually provided for *Preferred* by Preferred Governmental Claims Solutions located in Lake Mary, Florida
- Toll free Workers' Compensation first notice of injury reporting line (866) 683-7710
- Toll free Workers' Compensation claims servicing line (800) 237-6617
- Toll free Property & Casualty claims servicing line (800) 237-6617
- Online access to Claims data for clients

8. Accounting

- Lary Shores, CPA, External Accountant, Shores & Company
- Specializes in intergovernmental pools
- Audited financial statements as required by the State of Florida

MISCELLANEOUS INSURANCE COVERAGES

To fully serve our clientele, Public Risk Insurance Agency can offer coverage for other exposures such as:

Bonds

Fiduciary Liability

Primary and Excess Flood

Workers' Compensation

Environmental Liability

Accidental Death & Dismemberment

Special Events

Airport Liability

Aboveground & Underground Petroleum Tank Liability



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Preferred Governmental Insurance Trust Board of Trustees

Chair	Dwight E. Wolf	Mayor – City of Wildwood
Vice Chairman	Charles Walsey	Chairman - Cypress Grove CDD
Secretary	Joanna Wilkinson	Mayor – City of Haines City
Board Member	Robert Walker	Mayor – City of Springfield
Board Member	Tom Rice, Sr.	Vice Chairman – South Indian River WCD
Board Member	Joseph W. Gilliam	Clerk of County Court – Gilchrist County
Board Member	Welton Cadwell	Commissioner - Lake Sumter EMS

Preferred Governmental Insurance Trust Risk Advisory Board

Bill Bryan	Citrus County BOCC	Risk Manager
Alan Bullock	City of Venice	Risk Manager
Renee Daugherty	Town of Davie	Risk Manager
Rickey Kendall	Hillsborough Transit Authority	Risk Manager
Chuck Magazine	Boynton Beach	Risk Manager
Christina Maguire	City of Ormond Beach	Risk Manager
Keri Manin	City of Winter Park	Risk Manager
Joel McPherson	City of Titusville	Risk Manager
Lori Parsons	City of Naples	Risk Manager
Michael Quigley	City of Cape Coral	Risk Manager
Darrell Remole	Town of Jupiter	Risk Manager
Larry Shoeman	City of Avon Park	Risk Manager
Claudine Sutton	City of Haines City	Human Resources Director
Richard Swann	Hillsborough County Sheriff	Risk Manager
Sarah Taylor	St. Johns County	Risk Manager
Jennifer Porrier	City of Treasure Island	Personnel Director
Gerard Visco	Brevard County BOCC	Risk Manager

PREFERRED CLAIMS ADMINISTRATION

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third party claims administrator in the state of Florida and also administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data, and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

PREFERRED SAFETY AND RISK MANAGEMENT SERVICES

The success of any public sector community is clearly tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—Specific measures can be recommended to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control/minimize all types of accidents, injuries and illnesses to our *Preferred* clients' operations and premises.

Stressing our problem solving skills... *Preferred* is dedicated to meeting the challenge of the complex problems facing public sector organizations...disarming these problems and converting them into factors, which work to the advantage of our clients. Our emphasis approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist.
- **Exposure Measurement and Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis and after considering alternative approaches, specific recommendations and/or a custom design Risk Control plan will be formulated.
- **Training and Safety Management Consulting** – After considering client needs specific training will be formulated and initiated to fit that need. Key personnel will be provided with the basic knowledge and skills they need to meet those identified needs. Program monitoring is accomplished through follow-up surveys with adjustments to the action plan made as needed. Specialty consulting services are available if necessary.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall risk control efforts of each client. Our management system's direction to the problem solving approach is the foundation of our Safety and Risk Management Service.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

PROPERTY – INLAND MARINE

Term: October 1, 2011 to October 1, 2012

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability:
(Per schedule provided)

\$118,110,365 for Blanket Buildings and Contents
\$ 100,000 for Business Income
\$ 500,000 for Additional Expense
\$ 100,000 for Communication Equipment***
\$ 2,579,269 for Contractor's / Mobile Equipment***
\$ 1,000,000 for Electronic Data Processing Equipment***
\$ 247,502 for Emergency Portable Service Equipment***
\$ 25,000 for Fine Arts (maximum per item \$5,000)
\$ 250,000 for Rented, Leased or Borrowed Equipment◆◆
\$ 1,000,000 for Valuable Papers
\$ 21,640 for Watercraft **

\$1,000,000 for Flood Sublimit

Deductibles:

\$5,000 per Occurrence – Buildings and Contents

5% of TIV Per Occurrence / Per Location for "Named"
Windstorm subject to minimum of \$20,000 Per Occurrence

\$5,000 for Flood or
Excess of maximum NFIP available whether purchased or
not or 5% of the TIV at each affected location whichever is
greater for Zones A & V

\$5,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$15,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. It is limited to Specified Perils only, excluding collision with another vehicle.

◆◆Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



PROPERTY – INLAND MARINE

Flood coverage in zones A or V, or within a 100 Year Flood Plain will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is the greater. Flood zones A will include, but not be limited to all of the sub-classifications of AO, AH, AE, AR, AI through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR VI through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly "All Risk"), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP and is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at Actual Cash Value or the value reported on the schedule, whichever is less. Please see policy form for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. At the locations shown on the statement of values you provide to us,
 - c. **Property in the open within 1,000 feet of locations described in a. and b. above,**
 - d. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.

Notes of Importance:

1. Functional replacement cost applies to buildings over 65 years old or other property with historical/landmark status.
2. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**PROPERTY – INLAND MARINE
EXTENSIONS OF COVERAGE**

<u>Coverage:</u>		<u>Limit:</u>
Accounts Receivable		\$500,000
Animals	Any One Animal	\$1,000
	Annual Aggregate	\$5,000
Debris Removal		\$250,000
Demolition Cost, Ordinance and Increased Cost of Construction		\$500,000
Errors and Omissions		\$250,000
Expediting Expense		\$5,000
Fire Department Service Charge		\$25,000
Fungus Cleanup Expense	Any One Occurrence	\$10,000
	Annual Aggregate	\$20,000
Lawns, Plants, Trees and Shrubs	(maximum per tree \$1,000)	\$25,000
Excludes Wind (see policy form for additional restrictions)		
New Locations		\$2,000,000**
Personal Property of Employees	Per Employee	\$25,000
	Per Occurrence	\$50,000
Pollution Cleanup Expense	Per Occurrence	\$25,000
	Annual Aggregate	\$50,000
Professional Fees		\$10,000
Preservation of Property		\$250,000
Recertification		\$10,000
Service Interruption Coverage		\$100,000
Transit		\$250,000
Vehicle Property Coverage		\$2,810,755

****Subject to 60 day reporting period –property newly constructed by the covered party during the coverage agreement period is subject to additional limitations. See specimen coverage agreement for specific details.**

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



**PROPERTY – INLAND MARINE
MAJOR EXCLUSIONS**

Property Not Covered, but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in "Extensions of Coverage" section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. Watercraft unless scheduled and loss is from a specified peril.
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any over the road coverage, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a "covered location" insured under this policy.
15. Personal property of volunteers.

Excluded Risks of Direct Physical Loss, but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, any act of terrorism
2. Biological or Chemical Materials
3. Building ordinance enforcement
4. Utility failure
5. Government action
6. Fungus
7. Nuclear reaction
8. Pollution, except as provided under "Extensions of Coverage"
9. Asbestos
10. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill
11. Earth movement, whether sudden or gradual

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

EQUIPMENT BREAKDOWN

Covered Equipment:

Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverages:

Equipment Breakdown Limit	\$50,000,000
Property Damage/Business Interruption/Extra Expense	Included
Perishable Goods	Included
Ordinance or Law	\$100,000
Expediting Expenses	Included
CFC Refrigerants	Included
Water Damage	\$50,000
Ammonia Contamination	\$100,000
Hazardous Substance Coverage	\$100,000

Deductibles:

Same as Property – Building and Contents
24 Hours – Business Interruption/Extra Expense

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

GENERAL LIABILITY

Term: October 1, 2011 to October 1, 2012

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Limits of Liability:

Primary Bodily Injury and Property Damage Liability – Combined	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000 Annual

Deductible: \$0 per Occurrence

Coverage:

- | | |
|---|--|
| 1. EMT/Paramedic Professional Services | 11. Employee Benefits Liability |
| 2. Premises Operations | 12. Failure To Supply Water |
| 3. Products and Completed Operations | 13. Principle of Eminent Domain Including Inverse Condemnation, claims brought under the "Bert J. Harris, Jr., Private Property Rights Protection Act" \$100,000 Per Occurrence/Annual Aggregate |
| 4. Fire Legal Liability \$50,000 | 14. No Fault Sewer Back-up with a sublimit of \$1,000/\$5,000 |
| 5. "Insured" Contracts | 15. Herbicide and Pesticide Sublimit of \$1,000,000 or General Liability Limit, whichever is less. |
| 6. Host Liquor Liability | |
| 7. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit | |
| 8. Watercraft Liability (under 52 feet) See policy form for limitations | |
| 9. Limited Worldwide Coverage | |
| 10. Additional Covered Party | |

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event that an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



MAJOR EXCLUSIONS

Exclusions, but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employment-Related Practices Liability
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- Damage to Owned Property
- Damage to Your Product
- Damage to Your Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement
- Asbestos
- Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Medical Payments (if not purchased)
- Nuclear
- Professional Health Care Services, but not including emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- Health care facilities
- Hospital/Clinic Medical Malpractice
- War

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**PUBLIC OFFICIALS LIABILITY
EMPLOYMENT PRACTICES LIABILITY**

<u>Term:</u>	October 1, 2011 to October 1, 2012
<u>Company:</u>	Preferred Governmental Insurance Trust (<i>Preferred</i>)
<u>Form:</u>	Claims Made
<u>Coverage:</u>	Pays damages the insured becomes legally obligated to pay because of a "wrongful act" arising out of the discharge of duties
<u>POL Limits of Liability:</u>	\$1,000,000 per Claim \$1,000,000 Annual Aggregate
<u>EPLI Limits of Liability:</u>	\$1,000,000 per Claim \$1,000,000 Annual Aggregate
<u>POL Deductible:</u>	\$5,000 per Claim
<u>EPLI Deductible:</u>	\$10,000 per Claim

Coverage Extensions:

1. Defense costs are included in the policy limit. The trust appoints counsel.
2. Deductible applies towards damages, "claims expense" and supplemental payments.
3. Full prior acts.
4. Broadened definition of "Who is an Insured."
5. Non-Monetary claims are excluded, however there is \$100,000 provided for defense subject to the terms and conditions of the policy form.
6. Legal consultation services available for employee pre-termination analysis; \$2,500 per employee/\$5,000 annual aggregate.

Notes of Importance:

1. This quotation is subject to receipt and approval of completed and signed application prior to binding.
2. Limits of Liability are subject to Florida Statute 768.28.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



**PUBLIC OFFICIALS LIABILITY
EMPLOYMENT PRACTICES LIABILITY
MAJOR EXCLUSIONS**

Exclusions, but not limited to:

- Fiduciary Liability
- Workers' Compensation, Employers Liability and similar laws
- Pollution
- Nuclear
- Bodily Injury, Personal Injury, Property Damage or Advertising Injury
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Law Enforcement Activities
- Criminal Acts
- Failure to effect and maintain insurance
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Prior and Pending claims
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- Workers' Adjustment and Retraining Notification Act
- Health Care Professional or Health Care Facilities
- Contractual Liability
- Capital Improvement to make property more accessible or accommodating to disabled persons
- R.I.C.O.
- Punitive Damages
- Non-Monetary relief except as provided in the Supplementary Payments
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

<u>Term:</u>	October 1, 2011 to October 1, 2012
<u>Company:</u>	Preferred Governmental Insurance Trust (<i>Preferred</i>)
<u>Limits of Liability:</u> (Based on 215 Vehicles)	
Primary Bodily Injury and Property Damage Liability – Combined	\$1,000,000 – Symbol 1
Personal Injury Protection	\$10,000 – Statutory – Symbol 5
<u>Liability Deductible:</u>	\$0 Each Accident
<u>Physical Damage:</u>	Comprehensive – 6 Vehicles, Symbol 10, 8 Collision – 6 Vehicles, Symbol 10, 8
<u>Physical Damage Deductible:</u>	
Comprehensive	\$2,500 per Vehicle
Collision	\$2,500 per Vehicle

Coverage and Notes of Importance:

1. Hired and non-owned liability is included.
2. Hired physical car damage is included at \$35,000 maximum.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Physical Damage coverage paid at Actual Cash Value or the value reported on the schedule, whichever is less. Please see policy form for complete details.
5. Limits of Liability are subject to Florida Statute 768.28.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

Description of Covered Auto Designation Symbols:

SYMBOL	DESCRIPTION
1	= ANY "AUTO" ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability
2	= Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins. OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you
3	= won. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins. OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those
4	= "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins. OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease
5	= that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW.
6	= Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement. SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of
7	= the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	= HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households. NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow
9	= that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs. Per Symbol 2, except coverage applies to "Property Appraisers Dept" vehicles only.
10	= Accordingly, no APD coverage applies to vehicles belonging to and/or operated by any other Dept within the County.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

PREMIUM RECAPITULATION

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accepted</u>	<u>Rejected</u>
Property / Inland Marine / Equipment Breakdown	\$ 560,723	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Catastrophic Coverage	\$ 17,143	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$ 152,267	<input type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$ 31,195	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability & Physical Damage	\$ 73,466	<input type="checkbox"/>	<input type="checkbox"/>

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2011. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
9. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
10. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
11. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
12. Higher limits of liability may be available. Please consult with your agent.
13. This proposal is based upon exposures to loss made known to the Public Risk Insurance Agency. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
14. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply.**

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insured's that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, received loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions or require additional information, please contact this office at 386-252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.



***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning additional compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2011 – 2012 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, PRU receives an administration fee, based on the size and complexity of the account, of up to 12.5% of the premium you pay to *Preferred*. PRU may also receive commissions from insurance companies with whom it places your coverage, which commissions are derived from the premium you pay to *Preferred*. Multiple underwriters may be involved in the placement of your coverage. If so, they also may be compensated for their services from the premium you pay to *Preferred*.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

***PREFERRED* Compensation Disclosure (continued)**

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies, and for individual risk placements for some *Preferred* members (excess and surplus lines, professional liability coverage, etc.). The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage. Some wholesale brokers used by Brown & Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company affiliated with Brown & Brown Inc.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

FLAGLER COUNTY BOCC

NOTICE OF CARRIER FINANCIAL STATUS

Risk Management Associates, Inc. dba Public Risk Insurance Agency, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown attempted to present other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company, but we were unable to secure such a quote.
- Coverage is being placed through Preferred Governmental Insurance Trust ("*Preferred*"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such *Preferred* is not rated by the A.M. Best Company.
- *Preferred* is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like *Preferred* may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from *Preferred* and agree to abide by the conditions of membership established by *Preferred*.
- You should consider the information provided, including the *Preferred* coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

* A.M. Best Rating Guide:

Rating for Stability: A++ to D = Highest to lowest rating

Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Guide to Best's Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Public Risk Insurance Agency always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.





COVERED PARTY: Flagler County Board of County Commissioners

AGREEMENT NO.: PK FL1 0181018 11-10

AGREEMENT PERIOD: 10/01/2011 to 10/01/2012

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

- a. I hereby reject Uninsured Motorist coverage.
- b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
 - each person (enter limit if applicable):
 - each accident.
- c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

- I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signed _____
(Covered Party)

Signed _____
(Covered Party)

Date: _____

PGIT 398 (07 05)



PUBLIC ENTITY SIGNATURE PAGE

Covered Party: Flagler County Board of County Commissioners

Agreement Number: PK FL1 01B101B 11-10

Coverage Period: From: 10/01/2011 to 10/01/2012

I hereby confirm that limits/coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

- Property TIV \$118,110,365 Buildings & Contents Combined
- Inland Marine
 - \$100,000 Communication Equipment
 - \$2,579,269 Contractor's / Mobile Equipment
 - \$1,000,000 Electronic Data Processing Equipment
 - \$247,502 Emergency Services Portable Equipment
 - \$25,000 Fine Arts
 - Not Included Other Inland Marine
 - \$250,000 Rented, Borrowed, Leased Equipment
 - \$1,000,000 Valuable Papers
 - \$21,640 Watercraft

I reject property TRIA (Terrorism Risk Insurance Act) coverage

- Automobile
 - 215 # of Units - Auto Liability
 - 6 # of Units - Comprehensive
 - 6 # of Units - Collision

I hereby confirm that I have received a copy of PGIT's Current Interlocal Agreement (effective October 1, 2004)

N/A I confirm having read and agreed to the terms as laid out in the attached PGIT Participation Agreement (which also requires a signature)

Please remember that a signed copy of the following are also required:

- First Page of PGIT application
- Uninsured Motorist Rejection / Election form, if applicable
- Professional Liability (POL / EPLI or ELL / EPLI) application, if applicable.

Signature

Title

Date

Name

Please note: Failure to return this signature page could result in cancellation of coverage.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 11

SUBJECT: FY 2011/12 Alzheimers Disease Initiative (ADI) Contract, Z011FCBCC - \$48,177.00 – Between Flagler County and ElderSource.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The ADI grant provides funding for essential services for persons with Alzheimer's and other memory-related disorders and their caregivers. Case management is provided by Senior Services case managers. Services include in-home or in-facility caregiver respite and are contracted with approved vendors. ADI is funded by state general revenue. Persons who receive services pay an income-based co-pay for the services provided as noted in state mandated guidelines.

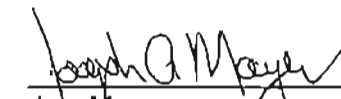
FUNDING INFORMATION: Funding for this contract will be included in the adopted FY 2011-2012 budget in Account Number 001-2701-569.34-10 and 001-2702-569.34-10.

DEPT./CONTACT/PHONE #: Social Services/Keith Brown/586-2324 x301

RECOMMENDATIONS: Request the Board approve the ADI contract in the amount of \$48,177.00 between Flagler County and ElderSource.

ATTACHMENTS:

1. FY 2011/12 ADI contract



Joe Mayer
Community Services Director

8-24-11

Date




Craig M. Coffey
County Administrator

25 August 2011

Date

Deputy County Admin.
Finance
Legal

Initials	Date
SS	8-22-11
QB	8-24-11
	8-24-11

**ELDERSOURCE
STANDARD CONTRACT**

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

THIS CONTRACT is entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource, hereinafter referred to as "ElderSource" and Flagler County Board of County Commissioners hereinafter referred to as "Provider" and collectively referred to as the "Parties." The term provider for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in **ATTACHMENT III, Exhibit-2** as necessary. The State of Florida Department of Elder Affairs is hereinafter referred to as the Department.

WITNESSETH THAT:

WHEREAS, ElderSource has determined that it is in need of certain services as described herein; and

WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent provider of ElderSource.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract

This contract shall begin on July 1, 2011 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on June 30, 2012.

4. Contract Amount

ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$48,177.00, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(f), F.S., ElderSource may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by ElderSource and the availability of funds.

6. Compliance with Federal Law

6.1 If this contract contains federal funds the following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401 et seq.)

508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to ElderSource.

- 6.1.3** The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.
- 6.1.4** In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 6.1.5** If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 6.1.6** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.
- 6.2** The Provider shall not employ an unauthorized alien. ElderSource will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by ElderSource.
- 6.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify ElderSource in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
- 6.5** Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 7. Compliance with State Law**
- 7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 7.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a

proper pre-audit and post-audit.

- 7.2.3** If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which ElderSource may unilaterally terminate the contract.
- 7.3** If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4** Subproviders who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5** The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

8. Background Screening

The Provider shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, will pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions apply to employees, subproviders, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation will be contingent upon the passing of a Level II background check. The background screening will include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.

- 8.1** For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.

9. Grievance Procedures

The Provider shall develop, implement, and ensure that its subproviders have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the subprovider's determination(s).

10. Audits, Inspections, Investigations, Public Records and Retention

- 10.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by ElderSource under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to ElderSource.

- 10.3 Upon demand, at no additional cost to ElderSource, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 10.4 The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ElderSource.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 10.6 The Provider shall provide a financial and compliance audit to ElderSource as specified in this contract and in **ATTACHMENT III** and ensure that all related third-party transactions are disclosed to the auditor.
- 10.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.

11. **Nondiscrimination-Civil Rights Compliance**

- 11.1 The Provider shall execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, subproviders, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).
- 11.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subproviders, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that ElderSource may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. **Provision of Services**

The Provider shall provide services in the manner described in **ATTACHMENT I**.

13. **Monitoring by ElderSource**

The Provider shall permit persons duly authorized by ElderSource to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subprovider employees of the Provider to assure ElderSource of the satisfactory performance of the terms and conditions of this contract. Following such review, ElderSource will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a corrective action plan. The Provider hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Contract Manager.

14. Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. Indemnification

The Provider shall indemnify, save, defend, and hold harmless ElderSource and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify ElderSource for claims, demands, actions or causes of action arising solely out of ElderSource's negligence.

15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

16.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that ElderSource has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. ElderSource reserves the right to require additional insurance as specified in this contract.

16.2 Throughout the term of this agreement, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

18. Health Insurance Portability and Accountability Act

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

19. Incident Reporting

19.1 The Provider shall notify ElderSource immediately, but no later than forty-eight (48) hours from, the Provider's awareness or discovery of conditions that may materially affect the Provider or subprovider's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

- 19.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.
20. **New Contract(s) Reporting**
The Provider shall notify ElderSource within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the Provider shall complete and provide the information to ElderSource.
21. **Bankruptcy Notification**
During the term of this contract, the Provider shall immediately notify ElderSource if the Provider, its assignees, subproviders or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to ElderSource: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Jacksonville Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.
22. **Sponsorship and Publicity**
- 22.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and ElderSource through the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "ElderSource" shall appear in at least the same size letters or type as the name of the organization.
- 22.2 The Provider shall not use the words "ElderSource" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by ElderSource prior to use.
23. **Assignments**
- 23.1 The Provider shall not assign the rights and responsibilities under this contract without the prior written approval of ElderSource, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of ElderSource will constitute a material breach of the contract.
- 23.2 ElderSource/The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event ElderSource/the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract.
- 23.3 This contract shall remain binding upon the successors in interest of either the Provider or ElderSource.
24. **Subcontracts**
- 24.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its subproviders. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval ElderSource deems necessary. The Provider further agrees that ElderSource will not be liable to the subprovider in any way or for any reason. The Provider, at its expense, shall defend ElderSource against any such claims.

- 24.2 The Provider shall promptly pay any subproviders upon receipt of payment from ElderSource or other state agency. Failure to make payments to any subprovider in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Provider and subprovider, will result in a penalty as provided by statute.
25. **Independent Capacity of Provider**
It is the intent and understanding of the Parties that the Provider, or any of its subproviders, are independent Providers and are not employees of ElderSource or the Department and shall not hold themselves out as employees or agents of ElderSource or the Department without specific authorization from ElderSource. It is the further intent and understanding of the Parties that ElderSource does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subproviders. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.
26. **Payment**
Payments shall be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Payment will be made to the provider upon receipt of the funds from the Department. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S.
27. **Return of Funds**
The Provider shall return to ElderSource any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Provider by ElderSource. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from ElderSource. In the event that ElderSource first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after ElderSource notification or Provider discovery.
28. **Data Integrity and Safeguarding Information**
The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subproviders maintain written procedures for computer system backup and recovery. The Provider shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.
29. **Computer Use and Social Media Policy**
The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and providers/vendors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube (**ATTACHMENT C**).

30. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subproviders from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subprovider shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or subprovider's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts. The Provider's board members and management must disclose to ElderSource any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Provider's employees and subproviders must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, subprovider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

32. Purchasing

32.1 The Provider may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065, F.S.

32.2 The Provider may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in s. 413.036(1) and (2), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for ElderSource insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subproviders unless otherwise required by law.

33. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to ElderSource to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

33.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify ElderSource of emergency provisions.

34.2 In the event a situation results in a cessation of services by a subprovider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

36. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

37. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

38. Financial Consequences of Non-Performance

If the Provider fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then ElderSource must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

38.1 The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of ElderSource.

39. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

40. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Duval County, Florida.

41. Entire Contract

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

42. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other

party and takes all reasonable efforts to cure the condition.

43. **Severability Clause**

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

44. **Condition Precedent to Contract: Appropriations**

The Parties agree that ElderSource's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

45. **Addition/Deletion**

The Parties agree that ElderSource reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

46. **Waiver**

The delay or failure by ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

47. **Compliance**

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of ElderSource.

48. **Final Invoice**

The Provider shall submit the final invoice for payment to ElderSource as specified in Paragraph 3.3.5. (date for final request for payment) of **ATTACHMENT I**. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and ElderSource may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by ElderSource.

49. **Renegotiations or Modifications**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in ElderSource's operating budget.

50. **Termination**

50.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract.

50.2 In the event funds for payment pursuant to this contract become unavailable, ElderSource may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. ElderSource will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

- 50.3** This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, ElderSource may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit ElderSource’s or the Provider’s rights to remedies at law or in equity.
- 50.4** Failure to have performed any contractual obligations with ElderSource in a manner satisfactory to ElderSource will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with ElderSource, been notified by ElderSource of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of ElderSource; or (2) had a contract terminated by ElderSource for cause.

51. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Flagler County Board of County Commissioners 1000 Belle Terre Boulevard Palm Coast, Florida 32164
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Joseph Mayer, Director Community Services 1000 Belle Terre Boulevard Palm Coast, Florida 32164
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Joseph Mayer 1000 Belle Terre Boulevard Palm Coast, Florida 32164 386-586-2324
d.	The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource Operations Department 4160 Woodcock Dr., 2nd Floor Jacksonville, Florida 32207
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Clare Cooper 4160 Woodcock Dr., 2nd Floor Jacksonville, Florida 32207 (904) 391-6631
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

52. All Terms and Conditions Included

This contract and its Attachments, I – VIII, A, B and C, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 42 page contract, to be executed by their undersigned officials as duly authorized.

Provider: FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

NORTHEAST FLORIDA AREA AGENCY ON AGING, INC.

DBA ElderSource



SIGNED BY: _____

SIGNED BY: _____

NAME: ALAN PETERSON

NAME: LINDA J. LEVIN, M.S.G.

TITLE: CHAIRMAN

TITLE: EXECUTIVE DIRECTOR

DATE: _____ *Please do* _____

DATE: _____

Federal Tax ID
Fiscal Year End

not date

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ATTACHMENT I

**STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

SECTION I: SERVICES TO BE PROVIDED**1.1 DEFINITIONS OF CONTRACT TERMS AND ACRONYMS****1.1.1 DEFINITIONS OF ACRONYMS**

Alzheimer's Disease (AD)
 Alzheimer's Disease Initiative (ADI)
 Activities of Daily Living (ADL)
 Assessed Priority Consumer List (APCL)
 Adult Protective Services (APS)
 Client Information and Registration Tracking System (CIRTS)
 Community Care for Disabled Adults (CCDA)
 Department of Elder Affairs (DOEA)
 Home Care For Disabled Adults (HCDA)
 Instrumental Activities of Daily Living (IADL)
 Memory Disorder Clinic (MDC)
 Planning and Service Area (PSA)
 Web-based Database System (WebDB)

1.1.2 PROGRAM SPECIFIC TERMS

Aging Out Clients: Individuals reaching 60 years of age who are being transitioned from the Department of Children and Families Services CCDA or HCDA services to the Department's community-based services.

Area Plan: A plan developed by ElderSource outlining a comprehensive and coordinated service delivery system in the respective planning and service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026) and Department instructions.

Area Plan Update: A revision to the Area Plan wherein ElderSource enters ADI specific data into the WebDB. An update may also include other revisions to the Area Plan as instructed by the Department.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

Memory Disorder Clinic: Research oriented programs created pursuant to Sections 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with AD.

Model Day Care: A program of therapeutic, social and health activities specific to clients with memory disorders. Services and activities include, but are not limited to, active and quiet games, reminiscence, validation therapy, pet therapy, water therapy and other failure free activities appropriate to the client's level of functioning. Model day care centers will also provide training for health care and social service personnel in the care of persons having AD or related memory disorders.

1.2 ELDERSOURCE MISSION STATEMENT

ElderSource mission is to empower individuals to age with independence and dignity by providing leadership, direction and advocacy and support for a comprehensive coordinated continuum of care.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

The ADI program provides a continuum of services addressing the special needs of individuals with AD, their families and caregivers.

1.3.1.1 Alzheimer's Disease Initiative Program Mission Statement

The ADI program ensures that persons afflicted with AD and other forms of dementia are given essential services to help them age in place in an elder-friendly environment with security, dignity, and purpose. The program also provides support to family members and caregivers of persons afflicted with AD.

1.3.2 Authority

The relevant authority governing the Alzheimer's Disease Initiative Program are as follows:

- (1) Rule Chapter 58D-1, Florida Administrative Code; and
- (2) Sections 430.501 through 430.504, Florida Statutes.

1.3.2.1 Incorporation of Reference Memoranda

In accordance with s. 287 F.S., as amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010;
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

1.3.3 Scope of Service

The Provider is responsible for the programmatic, fiscal, and operational management of the ADI program. The Provider will provide services in a manner consistent with and as described in the current the current Department of Elder Affairs Programs and Services Handbook, **ATTACHMENT A**.

1.3.4 Major Program Goal

The major goal of the ADI program is to provide services to meet the needs of caregivers and individuals with AD and related memory disorders.

1.4 INDIVIDUALS TO BE SERVED

1.4.1 General Eligibility

The ADI Program addresses the special needs of individuals with AD and their caregivers.

1.4.2 Individual Eligibility

Those individuals eligible to receive services under this contract must meet the following conditions:

- (1) Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; and
- (2) Not be enrolled in a Medicaid capitated long-term care program.

1.4.3 Targeted Groups

Priority for services under this contract will be given to those eligible persons assessed to be at risk of placement in an institution.

SECTION II: MANNER OF SERVICE PROVISION**2.1 SERVICE TASKS**

In order to achieve the goals of the ADI program, the Provider shall ensure the following tasks are performed:

- (1) Client eligibility determination as listed in this **ATTACHMENT I, SECTION 1.4.2**;
- (2) Assessment and prioritization of service delivery for new clients;
- (3) Delivery of services to eligible clients; and
- (4) Monitor the performance of any subproviders.

2.1.1 Assessment and Prioritization of Service Delivery for New Clients

It is not the intent of ElderSource or the Department to remove existing clients from any services in order to serve new clients being assessed and prioritized for service delivery. The following are the criteria to prioritize new clients for service delivery:

- (1) Individuals in nursing homes under Medicaid who could be transferred to the community;
- (2) Individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
- (3) Individuals in nursing homes that are closing and can be discharged to the community;
- (4) Individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver, and institutional placement will occur within 72 hours; and
- (5) For the purpose of transitioning individuals receiving CCDA and HCDA services through the Department of Children and Families' Adult Services to community-based services provided through DOEA when services are not currently available, area agency on aging staff and lead agency case managers will ensure that "Aging Out" individuals are prioritized for services only after APS High Risk and Imminent Risk individuals.

2.1.2 Priority Criteria for Service Delivery for Other Assessed Individuals

The assessment and provision of services should always consider the most cost effective means of service delivery. Functional impairment will be determined through the Department's functional assessment form administered to each applicant. The most frail individuals not prioritized as described in this attachment, Paragraph 2.1.1 will receive services to the extent funding is available.

2.1.3 Delivery of Services to Eligible Clients

The Provider shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Provider shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook. Services categories include:

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Counseling (Gerontological);
- (5) Counseling (Mental Health/Screening);
- (6) Education/Training;
- (7) Intake;
- (8) Model Day Care;
- (9) Respite (Facility-Based);
- (10) Respite (In-Home); and

(11) Specialized Medical Equipment, Services, and Supplies.

Caregivers benefit from receiving training, respite and related support services to assist them in caring for the ADI client.

2.1.3.1 Memory Disorder Clinics

MDCs are required to provide four (4) hours of in-service training to all respite and in-facility respite providers in their designated service areas. In-service training topics may include physiological, behavioral and emotional aspects of AD and related diseases as well as caregiver techniques, coping strategies and information regarding Silver Alert. The Provider shall collaborate with MDCs to assist in this effort and in the effort to carry out Silver Alert protocol activities. The Provider shall respond to requests for evaluation information and statistical data concerning its consumers, based on information requirements of the MDCs and Brain Bank.

2.1.3.2 Model Day Care Programs

If there are Model Day Care Centers supported by this contract the provider will develop innovative therapies and interventions which can be shared with other ADI health and social services personnel via training. Model Day Care Centers supported by this contract must report to the Provider all training activities provided to health care and social service personnel and caregivers, as well as serve as a natural laboratory for service related applied research performed by MDCs.

2.1.4 Use of Subproviders

If this contract involves the use of a subprovider or third party, then the Provider shall not delay the implementation of its agreement with the subprovider. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subprovider, the Provider shall notify the Contract Manager in writing of such delay.

2.1.4.1 The Provider shall not permit a subprovider to perform services related to this agreement without having a binding subprovider agreement executed. In accordance with Paragraph 24.1 of the Standard Contract, ElderSource will not be responsible or liable for any obligations or claims resulting from such action.

2.1.5 Monitoring the Performance of Providers and Subproviders

ElderSource will monitor at least once per year each of its providers paid from funds provided under this contract. The Provider will perform fiscal and programmatic monitoring of its subproviders or vendor agencies to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. ElderSource will monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this contract are achieved.

2.2 SERVICE TIMES AND LOCATION**2.2.1 Service Times**

The Provider shall ensure the provisions of the services listed in this contract are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.2.2 Service Delivery Location

The Provider shall ensure that the services provided under this contract are available to all residents within the PSA 4. The primary physical location for the services provided under this contract is where the program can best serve the client's needs.

2.2.3 Changes in Service Delivery Location or Service Times

The Provider shall provide the Contract Manager for ElderSource within 30 days notice of any plan temporarily or permanently changing any service delivery location or service times. Any changes to the service delivery

location or service times must have the approval of the Contract Manager.

2.3 EQUIPMENT

- 2.3.1** Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds]; or (b) nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 2.3.2** Providers and subproviders who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years, (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to ElderSource upon request. The Provider shall promptly investigate, fully document and notify the Contract Manager of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to the Contract Manager.
- 2.3.2.1** The Provider's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:
- (1) A description of the equipment;
 - (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
 - (3) Source of the equipment, including the award number;
 - (4) Whether title vests in the Provider or the Federal Government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
 - (6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);
 - (7) Location and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Provider compensates the Federal awarding agency for its share.
- 2.3.3** The Provider must adhere to ElderSource and the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file at ElderSource and must be provided upon request.
- 2.3.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in budget approved by ElderSource is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Provider, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is

considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with subproviders (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.

- 2.3.5 The Provider shall not dispose of any equipment or materials provided by ElderSource, or purchased with funds provided through this contract without first obtaining the approval of the Contract Manager. When disposing of property or equipment the Provider must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Provider’s proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items).
- 2.3.5.1 The LAN Administrator will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Provider is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 2.3.5.2 Any permanent storage devices (e.g., hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 2.3.6 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of ElderSource. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F. S.

2.4 DELIVERABLES

2.4.1 Service Unit

The Provider shall provide services as listed on the Budget Summary Attachment VIII. The chart below lists the services that can be performed in accordance with the Department of Elder Affairs Programs and Services Handbook and the unit of measurement to use if these services are listed on the Budget Summary.

Service	Unit of Service
Caregiver Training/Support;	Hour
Case Aid;	Hour
Case Management;	Hour
Counseling (Gerontological);	Hour
Counseling (Mental Health/Screening);	Hour
Intake;	Hour
Model Day Care;	Hour
Respite (Facility-Based);	Hour
Respite (In-Home);	Hour
Education/Training;	Episode
Specialized Medical Equipment, Services, and Supplies.	Episode

2.5 REPORTS

The Provider shall respond in a timely fashion to additional routine and/or special requests for information and reports required by ElderSource. The Provider must establish due dates for any subproviders that permit the Provider to meet the reporting requirements of ElderSource. Reports and information that the Provider shall provide to ElderSource include, but are not limited to, those described in this attachment, Paragraphs 2.5.1 through 2.5.4.

2.5.1 Area Plan Update and All Revisions Thereto

The Provider is required to submit an amendment for any program or rate changes and then ElderSource would enter new information or revisions to ADI specific data into the WebDB.

2.5.2 Client Information and Registration Tracking System (CIRTS)

The Provider is required to use CIRTS reports in the web-based CIRTS database system to ensure CIRTS data accuracy. The report categories include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging Resource Center Reports; and
- (7) Outcome Measurement Reports.

2.5.3 Service Costs Reports

The Provider is required to submit to ElderSource semi-annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

2.5.4 Surplus/Deficit Report

The Provider shall submit a consolidated surplus/deficit report in a format provided by ElderSource to the Contract Manager by the 10th of each month. This report is for all agreements and/or contracts between the Provider and ElderSource. This report will include the following:

- (1) The current status regarding surplus or deficit;
- (2) The Provider's detailed plan on how the surplus or deficit spending exceeding the threshold specified by ElderSource will be resolved.

2.6 RECORDS AND DOCUMENTATION

2.6.1 The Provider shall ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards

2.6.2 Each Provider and subprovider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subproviders. These policies and procedures shall be made available to ElderSource upon request.

2.7 PERFORMANCE SPECIFICATIONS

2.7.1 Outcomes

- (1) The Provider shall timely submit to ElderSource all reports described in this attachment, Paragraphs 2.5 – 2.5.4;
- (2) The Provider shall timely submit to ElderSource all information described in this attachment, Paragraphs 2.6 – 2.6.2; and
- (3) The Provider shall ensure provision of services in this contract in accordance with the current Department of Elder Affairs Programs and Services Handbook, **ATTACHMENT A**.

2.7.2 The performance of the Provider in ensuring the provision of services described in this contract shall be measured by the 2011 Area Plan strategies for the following criteria:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (7) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (8) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (9) Percent of customers who are at imminent risk of nursing home placement who are served with community-based services.

2.7.3 Remedies-Nonconforming Services

The Provider shall ensure that all participants served under this agreement are eligible for the program, and that

all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this attachment, Paragraphs 1.4.1 – 1.4.3, 2.1 – 2.1.4.2, 2.5 - 2.5.4 and 2.6 – 2.6.2.

2.7.3.1 Any nonconforming program services, performance reports or financial records not meeting the aforementioned requirements shall not be eligible for reimbursement under this program. The costs associated with enrolling, training, reporting and/or managing the program shall be borne solely by the Provider. ElderSource requires immediate notice of any significant and/or systemic infractions that compromise the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

2.8 PROVIDER'S FINANCIAL OBLIGATIONS

2.8.1 Cost Sharing and Co-payments

The Provider shall establish annual co-payment goals. ElderSource has the option to withhold a portion of the Provider's request for payment if goals are not met according to ElderSource/Department's co-payment guidelines.

2.8.1.1 Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment.

2.8.2 Use of Service Dollars and Assessed Priority Consumer List Management

The Provider is expected to spend all federal, state and other funds provided by ElderSource for the purpose specified in each contract. The Provider must manage service funds in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Provider. If ElderSource determines that the Provider is not spending service funds accordingly, ElderSource may transfer funds to other provider agencies with the PSA during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.9 ElderSource RESPONSIBILITIES

2.9.1 Program Guidance and Technical Assistance

ElderSource will provide the Provider with guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider.

2.9.2 Contract Monitoring

ElderSource will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, or an on-site visit. ElderSource's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with ElderSource in monitoring the progress of completion of the service tasks and deliverables. ElderSource may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT**3.1 General Statement of Method of Payment**

The method of payment for this contract includes advances and fixed rate for services. The Provider shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Provider shall consolidate all vendor and other requests for payment and expenditure reports that support requests for payment and shall submit to ElderSource on Earnings and Summary Payment Forms.

3.1.1 The Provider agrees to distribute funds as detailed in **ATTACHMENT VIII**, Budget Summary. Any changes in the total amounts of funds identified on the Budget Summary form or rate changes require a contract amendment.

3.2 Advance Payments

3.2.1 The Provider may request up to two months of advances at the start of the contract period to cover program administrative and service costs. The schedule for submission of advance requests, if available, is shown on **ATTACHMENT VII** to this contract. The payment of an advance will be contingent upon the sufficiency and amount of funds released to ElderSource by the State of Florida ("budget release"). The Provider shall provide the Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed.

3.2.2 The Provider's requests for advance require the approval of the Contract Manager. If sufficient budget is available, ElderSource will request approved advance payments after July 1, 2011.

3.2.3 All advance payments made to the Provider shall be returned to ElderSource as follows: one – twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Schedule, **ATTACHMENT VII** to this contract.

3.2.4 The Provider may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on contract fund advances must be returned to ElderSource within thirty (30) days of the end of each quarter of the contract period.

3.3 Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on the Earnings and Payment Summary Request forms.

3.3.1 All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VII** to this contract.

3.3.2 Any payment due by ElderSource under the terms of this contract may be withheld pending the receipt and approval by ElderSource of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 24.1 of the Standard Contract.

3.3.3 Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in **ATTACHMENT VIII**.

3.3.4 Date For Final Request For Budget Revisions

Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through June 30, 2012, must be submitted to the Contract Manager no later than June 15 2012.

3.3.5 Date for Final Request for Payment

The final request for payment will be due to ElderSource no later than August 1, 2012.

3.4 Documentation for Payment

The Provider shall maintain documentation to support payment requests that shall be available to ElderSource or authorized individuals, upon request.

3.4.1 The Provider will enter all required data per the Department's CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before their request for payment and expenditure reports are submitted to ElderSource. The Provider shall establish time frames for vendor reports submission to assure compliance with due dates for the requests for payment and expenditure reports to ElderSource.

3.4.2 The Provider will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to ElderSource with the monthly request for payment and expenditure report and must be reviewed by the Provider before the request for payment and expenditure reports is submitted to ElderSource for payment to be processed.

ATTACHMENT II

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subproviders shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

ALAN PETERSON

Name of Authorized Individual

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Name and Address of Organization

Please do not date

[Handwritten signature]

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by ElderSource to the provider may be subject to audits and/or monitoring by ElderSource, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by ElderSource staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by ElderSource. In the event ElderSource determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by ElderSource to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends \$500,000 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through ElderSource by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of federal awards, including federal resources received from ElderSource. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the provider expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with ElderSource shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules

of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through ElderSource by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from ElderSource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with ElderSource shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, ElderSource retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

ElderSource at each of the following addresses:

**ElderSource
Attn: Clare Cooper
4160 Woodcock Drive- 2nd Floor
Jacksonville, Florida 32207**

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to ElderSource at each of the following addresses:

**ElderSource
Attn: Clare Cooper
4160 Woodcock Drive- 2nd Floor
Jacksonville, Florida 32207**

Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

ElderSource at each of the following addresses:

**ElderSource
Attn: Clare Cooper
4160 Woodcock Drive- 2nd Floor
Jacksonville, Florida 32207**

The Auditor General's Office at the following address:

**State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450**

Any reports, management letter, or other information required to be submitted to ElderSource pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to ElderSource for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow ElderSource or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to ElderSource, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by ElderSource.

**ATTACHMENT III
EXHIBIT - 1**

1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative	General Revenue / TSTF	65004	\$48,177.00
		65002	\$0.00
TOTAL AWARD			\$48,177.00

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

**ATTACHMENT III
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements) Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned, an authorized representative of the Provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The Provider and any subproviders of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the Provider, subprovider(s), or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The Provider and any subprovider(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The Provider shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all subproviders shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Name and Address of Provider

Signature
ALAN PETERSON

CHAIRMAN
Title

Please do not date

Name of Authorized Signer

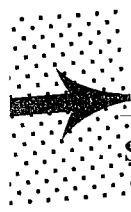
(Revised June 2008)



ATTACHMENT V

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

- (1) The Provider certifies, by signing this certification, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.



Signature

Da *Please do*

Ag *not date*

CHAIRMAN

Title

(Certification signature should be same as Contract signature.)

Instructions for Certification

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the Provider knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, ElderSource may pursue available remedies, including suspension and/or debarment.
- 3. The Provider will provide immediate written notice to the Contract Manager if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Provider may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
- 4. The Provider will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 5. The Provider agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
- 6. If the Provider knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, ElderSource may pursue available remedies, including suspension, and/or debarment.
- 7. The Provider may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS


Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE CHAIRMAN
APPLICANT ORGANIZATION FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	DATE <i>Please do not date</i>



ATTACHMENT VII

**ALZHEIMER'S DISEASE INITIATIVE (ADI)
INVOICE SCHEDULE**

Report Number	Based On	Submit to ElderSource On This Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 8
4	August Expenditure Report	September 8
5	September Expenditure Report	October 8
6	October Expenditure Report	November 8
7	November Expenditure Report	December 8
8	December Expenditure Report	January 8
9	January Expenditure Report	February 8
10	February Expenditure Report	March 8
11	March Expenditure Report	April 8
12	April Expenditure Report	May 8
13	May Expenditure Report	June 8
14	June Expenditure Report	July 8
15	Final Request for Payment	August 1
16	Closeout Report	August 15

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to ElderSource prior to July 1 or until the contract with ElderSource has been executed. .

Note # 2: All advance payments made to the Provider shall be returned to ElderSource as follows: one – twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three.

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to ElderSource, payment is to accompany the report.

ATTACHMENT VIII

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

BUDGET SUMMARY

1.	Respite In Home - \$14.40	\$43,611.00
2.	Respite In-Facility - \$9.91	\$ 4,566.00
3.	Total	\$48,177.00

ATTACHMENT A

Department of Elder Affairs Programs & Services Handbook, provided on CD.
Also, available at the Department's Intranet site under, "Publications".

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name:	County:	AAA/Provider
Address:	Completed By:	
City, State, Zip Code:	Date:	Telephone:

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided: _____

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	0
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PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain. N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain. N/A YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain. N/A YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If N/A or NO, explain. N/A YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain. N/A YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If N/A or NO, explain. N/A YES NO

12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. N/A YES NO

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If N/A or NO, explain. N/A YES NO

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If N/A or NO, explain. N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES.

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES NO

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO

DOEA USE ONLY			
Reviewed By		In Compliance: YES <input type="checkbox"/> NO* <input type="checkbox"/>	
Program Office		*Notice of Corrective Action Sent / /	
Date	Telephone	Response Due ___/___/___	
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Response Received ___/___/___	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEAs recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT C

Department's Computer Use Policy and its Social Media Policy, provided on CD.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 12

SUBJECT: FY 2011/12 Community Care For The Elderly (CCE) Contract, C011FCBCC - \$118,813.00 – Between Flagler County and ElderSource.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The CCE grant provides funding for services that assist functionally impaired elderly persons to live as independently as possible in their own homes and avoid premature institutionalization. A variety of services are provided including but, not limited to: case management, home delivered meals, homemaker, personal care, chore services, caregiver respite, and adult day care. Case management is provided by Senior Services case managers and all other services are contracted with approved vendors. CCE is funded in part with state general funds and part with county match. Additionally, seniors who received services pay an income-based co-pay for the services provided as noted in state mandated guidelines.

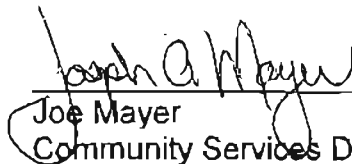
FUNDING INFORMATION: Funding for this contract will be included in the adopted FY 2011-2012 budget in Account Number 001-2701-569.34-10.

DEPT/CONTACT/PHONE #: Social Services/Keith Brown/586-2324 x301

RECOMMENDATIONS: Request the Board approve the CCE contract in the amount of \$118,813.00 between Flagler County and ElderSource.

ATTACHMENTS:

1. FY 2011/12 CCE contract



Joe Mayer
Community Services Director

8-19-11

Date



Craig M. Coffey
County Administrator

25 August 2011

Date

Deputy County Admin.
Finance
Legal

Initials	Date
SP	8-22-11
UM	8-23-11
JPA	8-24-11

**ELDERSOURCE
STANDARD CONTRACT**

COMMUNITY CARE FOR THE ELDERLY PROGRAM

THIS CONTRACT is entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource, hereinafter referred to as "ElderSource" and Flagler County Board of County Commssioners hereinafter referred to as "Provider" and collectively referred to as the "Parties." The term provider for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in **ATTACHMENT III, Exhibit-2** as necessary. The State of Florida Department of Elder Affairs is hereinafter referred to as the Department.

WITNESSETH THAT:

WHEREAS, ElderSource has determined that it is in need of certain services as described herein; and

WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent provider of ElderSource.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract

This contract shall begin on July 1, 2011 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on June 30, 2012.

4. Contract Amount

ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$118,813.00, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(f), F.S., ElderSource may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by ElderSource and the availability of funds.

6. Compliance with Federal Law

6.1 If this contract contains federal funds the following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable

standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to ElderSource.

- 6.1.3** The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.
- 6.1.4** In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 6.1.5** If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 6.1.6** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.
- 6.2** The Provider shall not employ an unauthorized alien. ElderSource will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by ElderSource.
- 6.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify ElderSource in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
- 6.5** Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 7. Compliance with State Law**
- 7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 7.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

- 7.2.2 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3 If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which ElderSource may unilaterally terminate the contract.
- 7.3 If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4 Subproviders who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5 The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
8. **Background Screening**
The Provider shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, will pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions apply to employees, subproviders, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation will be contingent upon the passing of a Level II background check. The background screening will include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.
- 8.1 For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
9. **Grievance Procedures**
The Provider shall develop, implement, and ensure that its subproviders have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the subprovider's determination(s).
10. **Audits, Inspections, Investigations, Public Records and Retention**
- 10.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by ElderSource under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2 The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution

- of any audit findings or litigation based on the terms of this contract, at no additional cost to ElderSource.
- 10.3 Upon demand, at no additional cost to ElderSource, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 10.4 The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ElderSource.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 10.6 The Provider shall provide a financial and compliance audit to ElderSource as specified in this contract and in ATTACHMENT III and ensure that all related third-party transactions are disclosed to the auditor.
- 10.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
11. **Nondiscrimination-Civil Rights Compliance**
- 11.1 The Provider shall execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, subproviders, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B).
- 11.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subproviders, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that ElderSource may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
12. **Provision of Services**
The Provider shall provide services in the manner described in ATTACHMENT I.
13. **Monitoring by ElderSource**
The Provider shall permit persons duly authorized by ElderSource to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subprovider employees of the Provider to assure ElderSource of the satisfactory performance of the terms and conditions of this contract. Following such review, ElderSource will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a corrective action plan. The Provider hereby agrees to correct all deficiencies identified in the corrective action plan in a timely

manner as determined by the Contract Manager.

14. Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. Indemnification

The Provider shall indemnify, save, defend, and hold harmless ElderSource and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify ElderSource for claims, demands, actions or causes of action arising solely out of ElderSource's negligence.

15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between ElderSource and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

16.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that ElderSource has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. ElderSource reserves the right to require additional insurance as specified in this contract.

16.2 Throughout the term of this agreement, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

18. Health Insurance Portability and Accountability Act

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

19. Incident Reporting

19.1 The Provider shall notify ElderSource immediately, but no later than forty-eight (48) hours from, the Provider's awareness or discovery of conditions that may materially affect the Provider or subprovider's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

- 19.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.
20. **New Contract(s) Reporting**
The Provider shall notify ElderSource within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the Provider shall complete and provide the information to ElderSource.
21. **Bankruptcy Notification**
During the term of this contract, the Provider shall immediately notify ElderSource if the Provider, its assignees, subproviders or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to ElderSource: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Jacksonville Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.
22. **Sponsorship and Publicity**
- 22.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and ElderSource through the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "ElderSource" shall appear in at least the same size letters or type as the name of the organization.
- 22.2 The Provider shall not use the words "ElderSource" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by ElderSource prior to use.
23. **Assignments**
- 23.1 The Provider shall not assign the rights and responsibilities under this contract without the prior written approval of ElderSource, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of ElderSource will constitute a material breach of the contract.
- 23.2 ElderSource/The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event ElderSource/the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract.
- 23.3 This contract shall remain binding upon the successors in interest of either the Provider or ElderSource.
24. **Subcontracts**
- 24.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its subproviders. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval ElderSource deems necessary. The Provider further agrees that ElderSource will not be liable to the subprovider in any way or for any reason. The Provider, at its expense, shall defend ElderSource against any such claims.

- 24.2 The Provider shall promptly pay any subproviders upon receipt of payment from ElderSource or other state agency. Failure to make payments to any subprovider in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Provider and subprovider, will result in a penalty as provided by statute.
25. **Independent Capacity of Provider**
It is the intent and understanding of the Parties that the Provider, or any of its subproviders, are independent Providers and are not employees of ElderSource or the Department and shall not hold themselves out as employees or agents of ElderSource or the Department without specific authorization from ElderSource. It is the further intent and understanding of the Parties that the ElderSource does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subproviders. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.
26. **Payment**
Payments shall be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Payment will be made to the provider upon receipt of the funds from the Department. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S.
27. **Return of Funds**
The Provider shall return to the ElderSource any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Provider by ElderSource. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from ElderSource. In the event that ElderSource first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after ElderSource notification or Provider discovery.
28. **Data Integrity and Safeguarding Information**
The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subproviders maintain written procedures for computer system backup and recovery. The Provider shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.
29. **Computer Use and Social Media Policy**
The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and providers/vendors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube (**ATTACHMENT C**).

30. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subproviders from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subprovider shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or subprovider's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts. The Provider's board members and management must disclose to ElderSource any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Provider's employees and subproviders must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, subprovider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

32. Purchasing

32.1 The Provider may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065, F.S.

32.2 The Provider may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in s. 413.036(1) and (2), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for ElderSource insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subproviders unless otherwise required by law.

33. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to ElderSource to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

33.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify ElderSource of emergency provisions.

34.2 In the event a situation results in a cessation of services by a subprovider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

36. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

37. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

38. Financial Consequences of Non-Performance

If the Provider fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then ElderSource must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

38.1 The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of ElderSource.

39. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

40. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Duval County, Florida.

41. Entire Contract

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

42. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other

party and takes all reasonable efforts to cure the condition.

43. **Severability Clause**

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

44. **Condition Precedent to Contract: Appropriations**

The Parties agree that ElderSource's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

45. **Addition/Deletion**

The Parties agree that ElderSource reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

46. **Waiver**

The delay or failure by ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

47. **Compliance**

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of ElderSource.

48. **Final Invoice**

The Provider shall submit the final invoice for payment to ElderSource as specified in Paragraph 3.3.5. (date for final request for payment) of **ATTACHMENT I**. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and ElderSource may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by ElderSource.

49. **Renegotiations or Modifications**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in ElderSource's operating budget.

50. **Termination**

50.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract.

50.2 In the event funds for payment pursuant to this contract become unavailable, ElderSource may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. ElderSource will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

50.3 This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, ElderSource may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit ElderSource's or the Provider's rights to remedies at law or in equity.

50.4 Failure to have performed any contractual obligations with ElderSource in a manner satisfactory to ElderSource will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with ElderSource, been notified by ElderSource of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of ElderSource; or (2) had a contract terminated by ElderSource for cause.

51. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Flagler County Board of County Commissioners 1000 Belle Terre Boulevard Palm Coast, Florida 32164
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Joseph Mayer, Director Community Services 1000 Belle Terre Boulevard Palm Coast, Florida 32164
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Joseph Mayer 1000 Belle Terre Boulevard Palm Coast, Florida 32164 (386) 586-2324
d.	The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource Operations Department 4160 Woodcock Dr., 2nd Floor Jacksonville, Florida 32207
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Clare Cooper 4160 Woodcock Dr., 2nd Floor Jacksonville, Florida 32207 (904) 391-6631
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

52. All Terms and Conditions Included

This contract and its Attachments, I – VIII, A, B and C, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

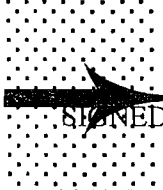
By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 42 page contract, to be executed by their undersigned officials as duly authorized.

Provider: FLAGLER COUNTY BOARD OF COMMISSIONERS

NORTHEAST FLORIDA AREA AGENCY ON AGING, INC.

DBA ElderSource



SIGNED BY: _____

SIGNED BY: _____

NAME: ALAN PETERSON

NAME: LINDA J. LEVIN, M.S.G.

TITLE: CHAIR

TITLE: EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

Federal Tax ID #

Fiscal Year End:

Please do not date

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ATTACHMENT I

**STATEMENT OF WORK
COMMUNITY CARE FOR THE ELDERLY PROGRAM**

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF CONTRACT TERMS AND ACRONYMS

1.1.1 DEFINITIONS OF ACRONYMS

- Activities of Daily Living (ADL)
- Assessed Priority Consumer List (APCL)
- Adult Protective Services (APS)
- Comprehensive Assessment and Review for Long-Term Care Services (CARES)
- Client Information and Registration Tracking System (CIRTS)
- Community Care for THE Elderly (CCE)
- Community Care for Disabled Adults (CCDA)
- Department of Elder Affairs (DOEA)
- Department of Children and Families (DCF)
- Home Care For Disabled Adults (HCDA)
- Instrumental Activities of Daily Living (IADL)
- Planning and Service Area (PSA)
- Web-based Database System (WebDB)

1.1.2 PROGRAM SPECIFIC TERMS

Aging Out Clients: Individuals reaching 60 years of age who are being transitioned from DCF, CCDA or HCDA services to ElderSource or to the Department's community-based services.

Area Plan: A plan developed by ElderSource outlining a comprehensive and coordinated service delivery system in the respective planning and service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026) and Department instructions.

Area Plan Update: A revision to the Area Plan wherein ElderSource enters ADI specific data into the WebDB. An update may also include other revisions to the Area Plan as instructed by the Department.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

Primary Consideration: An assessment and services must commence within 72 hours after referral to the Department or as established in accordance with department contracts by local protocols developed between department service contractors and ADS.

1.2 ELDERSOURCE MISSION STATEMENT

The ElderSource mission is to empower individuals to age with independence and dignity by providing leadership, direction and advocacy and support for a comprehensive coordinated continuum of care.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

The primary purpose of the CCE program is to prevent, decrease or delay premature or inappropriate and expensive placement of older persons in nursing homes and other institutions. The CCE Program assists functionally impaired elderly persons in living as independently as possible in their own homes or in the homes

of relatives or caregivers. The program provides a continuum of care through the development, expansion, reorganization and coordination of multiple community-based services to assist elders to reside in the least restrictive environment suitable to their needs.

1.3.2 Authority

The relevant authority governing the CCE Program are as follows:

- (1) Rule Chapter 58C-1, Florida Administrative Code; and
- (2) Sections 430.201 through 430.207, F.S.

1.3.2.1 Incorporation of Reference Memoranda

In accordance with s. 287 F.S., as amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010;
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

1.3.3 Scope of Service

The Provider is responsible for the programmatic, fiscal, and operational management of CCE. The Provider will provide services in a manner consistent with and as described in the current Department of Elder Affairs Programs and Services Handbook, **ATTACHMENT A**.

1.3.4 Major Program Goal

The major goals of the program are to preserve the independence of elders and prevent or delay more costly institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency and provide a continuum of service alternatives that meet the diverse needs of functionally impaired elders.

1.4 INDIVIDUALS TO BE SERVED

1.4.1 General Eligibility

The ADI Program addresses the special needs of individuals with AD and their caregivers.

1.4.2 Individual Eligibility

In order to receive services under this contract, an applicant must:

- (1) Be at least 60 years of age;
- (2) Be functionally impaired as determined through the initial comprehensive assessment; and

With the exception of APS high-risk referrals, consumers may not be dually enrolled in the CCE program and a Medicaid capitated long-term care program.

1.4.3 Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected or exploited..

SECTION II: MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

In order to achieve the goals of the CCE program, the Provider shall ensure the following tasks are performed:

- (1) Client eligibility determination;
- (2) Assessment and prioritization of service delivery for new clients;

- (3) Delivery of services to eligible clients; and
- (4) Monitor the performance of any subproviders.

2.1.1 Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Attachment I, Section 1.4.1.

APS High-Risk Referrals

2.1.1.1 APS high-risk referrals who are enrolled in a Medicaid long-term care program at the time of referral may receive crisis-resolving CCE-funded services only under the following circumstances:

- (1) The long-term care program provider is contacted regarding the referral as soon as it is received;
- (2) The CCE lead agency receives notification from the long-term care program provider that the long-term care program in which the consumer is enrolled will address the consumer's needs; and
- (3) The CCE lead agency may only provide services until the crisis is resolved.

APS Intermediate and Low Risk Referrals

2.1.1.2 APS low and medium referrals who are enrolled in a Medicaid capitated long-term care program at the time of referral will be referred to the long-term care provider.

2.1.2 Assessment and Prioritization of Service Delivery for New Clients

The following are the criteria to prioritize new clients for service delivery. It is not the intent of the Department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

2.1.2.1 Abuse, Neglect and Exploitation

The Contractor will ensure that pursuant to Section 430.205(5), Florida Statutes, those elderly persons who are determined by APS to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm and are referred by APS, will be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within 72 hours after referral to the Department or as established in accordance with Department contracts by local protocols developed between Department service contractors and APS.

2.1.2.2 Priority Criteria for Individuals in Nursing Homes in Receivership:

The Contractor will ensure that pursuant to Section 400.126 (12), Florida Statutes, those elderly persons determined, through a CARES assessment, to be a resident who could be cared for in a less restrictive setting or who do not meet the criteria for skilled or intermediate care in a nursing home, will be referred for such care, as appropriate for the resident. Residents referred pursuant to this subsection shall be given primary consideration for receiving services under the CCE program in a manner as persons classified to receive such services pursuant to Section 430.205, Florida Statutes.

2.1.2.3 Priority Criteria for Service Delivery:

- (1) Individuals in nursing homes under Medicaid who could be transferred to the community;
- (2) Individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
- (3) Individuals in nursing homes that are closing and can be discharged to the community; or
- (4) Individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver, and institutional placement will occur within 72 hours;
- (5) For the purpose of transitioning individuals receiving CCDA and HCDA services through the DCF Adult Services to community-based services provided through the Department, when services are not

currently available, area agency on aging staff and lead agency case managers shall ensure that "Aging Out" individuals are prioritized for services only after APS High Risk and Imminent Risk individuals.

2.1.2.4 Priority Criteria for Service Delivery for Other Assessed Individuals:

The assessment and provision of services should always consider the most cost effective means of service delivery. Service priority for individuals not included in groups one, two or three above, regardless of referral source, will be determined through the Department's client assessment form administered to each applicant, to the extent funding is available. First priority will be given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

2.1.2.5 Referrals for Medicaid Waiver Services:

- (1) The Contractor must require subcontractors, through the client assessment, to identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.
- (2) Individuals who have been identified as being potentially Medicaid Waiver eligible are required to apply for Medicaid Waiver services in order to receive CCE services and can only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.
- (3) Individuals who have been identified as being potentially Medicaid Waiver eligible must be advised of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

2.1.3 Delivery of Service to Eligible Clients

The Provider shall provide a continuum of service that meets the diverse needs of functionally impaired elders. The Provider shall perform and report performance of the following services in accordance with the current DOEA Programs and Services Handbook. The services include the following categories:

- (1) Core Services;
- (2) Health Maintenance Services; and
- (3) Other Support Services.

2.1.3.1 Core Services

Core Services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core services include the following:

- (1) Adult Day Care;
- (2) Chore Services;
- (3) Companionship;
- (4) Escort;
- (5) Financial Risk Reduction;
- (6) Home Delivered Meals;
- (7) Homemaker

- (8) Housing Improvement;
- (9) Legal Assistance;
- (10) Pest Control Services;
- (11) Respite Services;
- (12) Shopping Assistance; and
- (13) Transportation

2.1.3.2 **Health Maintenance Services**

Health Maintenance Services are routine health services that are necessary to help maintain the health of functionally impaired elders. The services are limited to medical therapeutic services, non-medical prevention services, personal care services, home health aide services, home nursing services, and emergency response systems. Typical services provided are the following:

- | | |
|--------------------------------|---|
| (1) Adult Day Health Care; | (8) Nutritional Counseling |
| (2) Emergency Alert Response; | (9) Occupational Therapy |
| (3) Gerontological Counseling; | (10) Personal Care |
| (4) Health Support; | (11) Physical Therapy |
| (5) Home Health Aide; | (12) Skilled Nursing Services |
| (6) Medication Management | (13) Specialized Medical Equipment, Services and Supplies |
| (7) Mental Health Counseling | |
| | (14) Speech Therapy |

Other Support Services

2.1.3.3

Support Services expand the continuum of care options to assist functionally impaired elders and their caregivers. Support services include the following:

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Intake;
- (5) Material Aid; and
- (6) Other.

Monitoring the Performance of Subproviders

2.1.4

ElderSource will monitor at least once per year each of its providers paid from funds provided under this contract. The Provider will perform fiscal and programmatic monitoring of its subproviders or vendor agencies to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. ElderSource will monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this contract are achieved.

2.2 SERVICE TIMES AND LOCATION

2.2.3 Changes in Service Delivery Location or Service Times

The Provider shall provide the Contract Manager for ElderSource within 30 days notice of any plan temporarily or permanently changing any service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Contract Manager.

2.3 EQUIPMENT

2.3.1 Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds]; or (b) nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

2.3.2 Providers and subproviders who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years, (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the ElderSource upon request. The Provider shall promptly investigate, fully document and notify the Contract Manager of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to the Contract Manager.

2.3.2.1 The Provider's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

- (1) A description of the equipment;
- (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
- (3) Source of the equipment, including the award number;
- (4) Whether title vests in the Provider or the Federal Government;
- (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
- (6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);
- (7) Location and condition of the equipment and the date the information was reported;
- (8) Unit acquisition cost; and
- (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Provider compensates the Federal awarding agency for its share.

2.3.3 The Provider must adhere to ElderSource and the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file at ElderSource and must be provided upon request.

2.3.4

Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in budget approved by ElderSource is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Provider, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with subproviders (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.

- 2.3.5** The Provider shall not dispose of any equipment or materials provided by the ElderSource, or purchased with funds provided through this contract without first obtaining the approval of the Contract Manager. When disposing of property or equipment the Provider must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Provider’s proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items).
- 2.3.5.1** The LAN Administrator will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Provider is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 2.3.5.2** Any permanent storage devices (e.g., hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 2.3.6** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of ElderSource. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F. S.

2.4 DELIVERABLES

2.4.1 Service Unit

The Provider shall provide the services described in this contract in accordance with the Department of Elder Affairs Programs and Services Handbook. The chart below lists the services that can be performed and the unit of measurement.

Service	Unit of Service
Caregiver Training/Support;	Hour
Case Aid;	Hour
Case Management;	Hour
Counseling (Gerontological);	Hour
Counseling (Mental Health/Screening);	Hour
Intake;	Hour
Model Day Care;	Hour
Respite (Facility-Based);	Hour
Respite (In-Home);	Hour
Education/Training;	Episode

Specialized Medical Equipment, Services, and Supplies.	Episode
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2.5 REPORTS

The Provider shall respond in a timely fashion to additional routine and/or special requests for information and reports required by ElderSource. The Provider must establish due dates for any subproviders that permit the Provider to meet the reporting requirements of ElderSource. Reports and information that the Provider shall provide to ElderSource include, but are not limited to, those described in this attachment, Paragraphs 2.5.1 through 2.5.4.

2.5.1 Area Plan Update and All Revisions Thereto

The Provider is required to submit an amendment for any program or rate changes and then ElderSource would enter new information or revisions to ADI specific data into the WebDB.

2.5.2 Client Information and Registration Tracking System (CIRTS)

The Provider is required to use CIRTS reports in the web-based CIRTS database system to ensure CIRTS data accuracy. The report categories include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging Resource Center Reports; and
- (7) Outcome Measurement Reports.

2.5.3 Service Costs Reports

The Provider is required to submit to ElderSource semi-annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

- (1) The current status regarding surplus or deficit;

2.6 RECORDS AND DOCUMENTATION

2.6.1 The Provider shall ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards

2.6.2 Each Provider and subprovider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subproviders. These policies and procedures shall be made available to the ElderSource upon request.

2.7 PERFORMANCE SPECIFICATIONS

2.7.1 Outcomes

- (1) The Provider shall timely submit to the ElderSource all reports described in this attachment, Paragraphs 2.5 – 2.5.4;
- (2) The Provider shall timely submit to the ElderSource all information described in this attachment, Paragraphs 2.6 – 2.6.2; and
- (3) The Provider shall ensure provision of services in this contract in accordance with the current Department of Elder Affairs Programs and Services Handbook, **ATTACHMENT A**.

2.7.2 The performance of the Provider in ensuring the provision of services described in this contract shall be measured by the 2011 Area Plan strategies for the following criteria:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (7) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (8) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (9) Percent of customers who are at imminent risk of nursing home placement who are served with community-based services.

2.7.3 Remedies-Nonconforming Services

The Provider shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this attachment, Paragraphs 1.4.1 – 1.4.3, 2.1 – 2.1.4.2, 2.5 - 2.5.4 and 2.6 – 2.6.2.

2.7.3.1

Any nonconforming program services, performance reports or financial records not meeting the aforementioned requirements shall not be eligible for reimbursement under this program. The costs associated with enrolling, training, reporting and/or managing the program shall be borne solely by the Provider. The ElderSource requires immediate notice of any significant and/or systemic infractions that compromise the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

2.8 PROVIDER'S FINANCIAL OBLIGATIONS**2.8.1 Cost Sharing and Co-payments**

The Provider shall establish annual co-payment goals. ElderSource has the option to withhold a portion of the Provider's request for payment if goals are not met according to the ElderSource/Department's co-payment guidelines.

2.8.1.1 Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment.

2.8.2 Use of Service Dollars and Assessed Priority Consumer List Management

The Provider is expected to spend all federal, state and other funds provided by ElderSource for the purpose specified in each contract. The Provider must manage service funds in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Provider. If ElderSource determines that the Provider is not spending service funds accordingly, ElderSource may transfer funds to other provider agencies with the PSA during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.9 ElderSource RESPONSIBILITIES**2.9.1 Program Guidance and Technical Assistance**

ElderSource will provide the Provider with guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider.

2.9.2 Contract Monitoring

ElderSource will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, or an on-site visit. ElderSource's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with ElderSource in monitoring the progress of completion of the service tasks and deliverables. ElderSource may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT**3.1 General Statement of Method of Payment**

The method of payment for this contract includes advances and fixed rate for services. The Provider shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Provider shall consolidate all vendor and other requests for payment and expenditure reports that support requests for payment and shall submit to ElderSource on Earnings and Summary Payment Forms.

3.1.1 The Provider agrees to distribute funds as detailed in **ATTACHMENT VIII**, Budget Summary. Any changes in the total amounts of funds identified on the Budget Summary form or rate changes require a contract amendment.

3.2 Advance Payments

3.2.1 The Provider may request up to two months of advances at the start of the contract period to cover program administrative and service costs. The schedule for submission of advance requests, if available, is shown on **ATTACHMENT VII** to this contract. The payment of an advance will be contingent upon the sufficiency and amount of funds released to ElderSource by the State of Florida ("budget release"). The Provider shall provide the Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed.

- 3.2.2** The Provider's requests for advance require the approval of the Contract Manager. If sufficient budget is available, ElderSource will request approved advance payments after July 1, 2011.
- 3.2.3** All advance payments made to the Provider shall be returned to ElderSource as follows: one – twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Schedule, **ATTACHMENT VII** to this contract.
- 3.2.4** The Provider may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on contract fund advances must be returned to ElderSource within thirty (30) days of the end of each quarter of the contract period.
- 3.3 Invoice Submittal and Requests for Payment**
All requests for payment and expenditure reports submitted to support requests for payment shall be on the Earnings and Payment Summary Request forms.
- 3.3.1** All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VII** to this contract.
- 3.3.2** Any payment due by ElderSource under the terms of this contract may be withheld pending the receipt and approval by ElderSource of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 24.1 of the Standard Contract.
- 3.3.3** Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in **ATTACHMENT VIII**.
- 3.3.4 Date For Final Request For Budget Revisions**
Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through June 30, 2012, must be submitted to the Contract Manager no later than the contract end date of June 15 2012.
- 3.3.5 Date for Final Request for Payment**
The final request for payment will be due to ElderSource no later than August 1, 2012.
- 3.4 Documentation for Payment**
The Provider shall maintain documentation to support payment requests that shall be available to ElderSource or authorized individuals, upon request.
- 3.4.1** The Provider will enter all required data per the Department's CIRTS Policy Guidelines for clients and services in the CIRTS database. The data must be entered into the CIRTS before their request for payment and expenditure reports are submitted to ElderSource. The Provider shall establish time frames for vendor reports submission to assure compliance with due dates for the requests for payment and expenditure reports to ElderSource.
- 3.4.2** The Provider will run monthly CIRTS reports and verify client and service data in the CIRTS is accurate. This report must be submitted to ElderSource with the monthly request for payment and expenditure report and must be reviewed by the Provider before the request for payment and expenditure reports is submitted to ElderSource for payment to be processed.

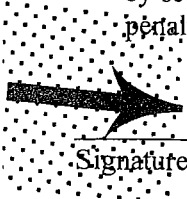
ATTACHMENT II

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subproviders shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

ALAN PETERSON

Name of Authorized Individual

Please do not date

Number

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Name and Address of Organization

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by ElderSource to the provider may be subject to audits and/or monitoring by ElderSource, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by ElderSource staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by ElderSource. In the event ElderSource determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by ElderSource to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends \$500,000 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through ElderSource by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of federal awards, including federal resources received from ElderSource. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the provider expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with ElderSource shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules

of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through ElderSource by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from ElderSource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes the submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with ElderSource shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, ElderSource retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

ElderSource at each of the following addresses:

**ElderSource
Attn: Clare Cooper
4160 Woodcock Drive- 2nd Floor
Jacksonville, Florida 32207**

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to ElderSource at each of the following addresses:

**ElderSource
Attn: Clare Cooper
4160 Woodcock Drive- 2nd Floor
Jacksonville, Florida 32207**

Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

ElderSource at each of the following addresses:

**ElderSource
Attn: Clare Cooper
4160 Woodcock Drive- 2nd Floor
Jacksonville, Florida 32207**

The Auditor General's Office at the following address:

**State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450**

Any reports, management letter, or other information required to be submitted to ElderSource pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to ElderSource for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow ElderSource or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to ElderSource, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by ElderSource.

**ATTACHMENT III
EXHIBIT - 1**

1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly	General Revenue	65010	\$118,813.00
			\$0.00
TOTAL AWARD			\$118,813.00

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

ATTACHMENT III
EXHIBIT-2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements) Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned, an authorized representative of the Provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The Provider and any subproviders of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the Provider, subprovider(s), or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The Provider and any subprovider(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The Provider shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all subproviders shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Name and Address of Provider

Signature

CHAIRMAN

Title

ALAN PETERSON

Name of Authorized Signer

Please do not date

(Revised June 2008)

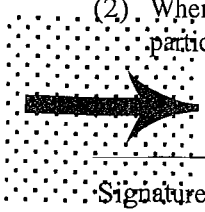


ATTACHMENT V

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

(1) The Provider certifies, by signing this certification, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.



Signature

CHAIRMAN

Title

Please do not date

SSA

(Certification signature should be same as Contract signature)

Instructions for Certification

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the Provider knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, ElderSource may pursue available remedies, including suspension and/or debarment.
3. The Provider will provide immediate written notice to the Contract Manager if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Provider may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
4. The Provider will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
5. The Provider agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
6. If the Provider knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, ElderSource may pursue available remedies, including suspension, and/or debarment.
7. The Provider may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

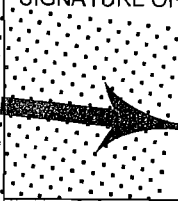
Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE CHAIRMAN
APPLICANT ORGANIZATION FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	DATE <i>Please do not date</i>

[Handwritten signature]

ATTACHMENT VII

COMMUNITY CARE FOR THE ELDERLY PROGRAM
INVOICE SCHEDULE

Report Number	Based On	Submit to ElderSource On This Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 8
4	August Expenditure Report	September 8
5	September Expenditure Report	October 8
6	October Expenditure Report	November 8
7	November Expenditure Report	December 8
8	December Expenditure Report	January 8
9	January Expenditure Report	February 8
10	February Expenditure Report	March 8
11	March Expenditure Report	April 8
12	April Expenditure Report	May 8
13	May Expenditure Report	June 8
14	June Expenditure Report	July 8
15	Final Request for Payment	August 1
16	Closeout Report	August 15

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to ElderSource prior to July 1 or until the contract with ElderSource has been executed. .

Note # 2: All advance payments made to the Provider shall be returned to ElderSource as follows: one – twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three.

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to ElderSource, payment is to accompany the report.

ATTACHMENT VIII

BUDGET SUMMARY WILL BE ADDED

ATTACHMENT A

Department of Elder Affairs Programs & Services Handbook, provided on CD.
Also, available at the Department's Intranet site under, "Publications".

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name:	County:	AAA/Provider
Address:	Completed By:	
City, State, Zip Code:	Date:	Telephone:

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided: _____

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
						0	

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain. N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain. N/A YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain. N/A YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If N/A or NO, explain. N/A YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain. N/A YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If N/A or NO, explain. N/A YES NO

12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. N/A YES NO

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If N/A or NO, explain. N/A YES NO

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If N/A or NO, explain. N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES.

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES NO

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO

DOEA USE ONLY

Reviewed By		In Compliance: YES <input type="checkbox"/> NO* <input type="checkbox"/>
Program Office		*Notice of Corrective Action Sent / /
Date	Telephone	Response Due ___/___/___
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT C

Department's Computer Use Policy and its Social Media Policy, provided on CD.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 13**

SUBJECT: Acceptance of Grant from the Public Safety Interoperability Communications (PSIC) Grant Through a Memorandum of Understanding with Alachua County Sheriff's Office in an Amount Not to Exceed \$253,000.00

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The Public Safety Interoperable Communications (PSIC) Grant Program was created by the Deficit Reduction Act of 2005 (Public Law 109-171). The grant program, under the State of Florida Division of Emergency Management, is designed to allow first responder agencies to upgrade and improve interoperable communications on a regional level. The Alachua County Sheriff's Office (the Florida Regional Domestic Security Task Force Region 3) was awarded a total of \$3,683,474.00 to be distributed amongst thirteen counties. Flagler County Emergency Services submitted a proposal and was awarded \$253,000.00 to purchase fifty (50) multiband radios that will be installed in County owned fire trucks and ambulances. These new multiband radio will provide Fire Rescue with the ability to broadcast and receive radio communications on four different bandwidths (UHF, VHF, 700 MHz and 800 MHz).

In addition, the radios will enhance the County's communications with its mutual aid partners that include St. John's Fire Rescue, Putnam County Fire Rescue, Volusia County Fire Rescue, Jacksonville Fire Rescue, the Division of Forestry and other outside agencies during a long range deployment. Moreover, the Federal Communication Commission (FCC) requires that by December 2012, all UHF and VHF communication devices be rebanded to meet the new specifications of the narrow bandwidth. In fiscal year 2011, staff budgeted \$30,000.00 to begin purchasing narrow banding of radios and to purchase of new paging devices in order to comply with the new guidelines of the FCC. The grant dollars will ensure that we meet the requirement without the need for additional budget funds for the upgrades. The current budgeted \$30,000.00 can be used to offset any additional costs incurred with programming and/or installation of the multiband radios.

FUNDING INFORMATION: These grant funds will be appropriated as part of the FY2011/2012 Budget. Unforeseen costs such as programming and installation will be funded by the Fire Rescue operating budget.

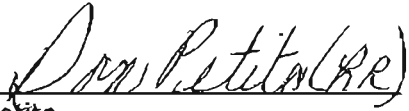
DEPT./CONTACT/PHONE #: Don Petito, Fire Chief, 313-4255

RECOMMENDATIONS: Request the Board execute the Memorandum of Understanding with the Alachua County Sheriff's Office and accept the Interoperable Communications grant in the amount not to exceed \$253,000.00.

Attachments:

1. Memorandum of Understanding with quote for radios as Attachment A

Note: Alachua County/State of Florida Division of Emergency Management
Grant Contract portion of the MOU - on line only.



Don Petito
Fire Chief



Craig M. Coffey
County Administrator

8/30/11

Date

30 August 2011

Date

Deputy County Admin.
Financial Services
Legal

<u>Initials</u>	<u>Date</u>
<u>SS</u>	<u>8-22-11</u>
<u>OB</u>	<u>8-24-11</u>
<u>AW</u>	<u>8/24-11</u>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALACHUA COUNTY SHERIFF'S OFFICE
AND
FLAGLER COUNTY**

I. PARTIES

This Memorandum of Understanding (MOU) is made and entered into, by and between Sadie Darnell, Sheriff of Alachua County, Florida, hereinafter referred to as 'Sheriff', whose address is 2621 SE Hawthorne Road, Gainesville, Florida, and Flagler County located at 1769 E. Moody Blvd, Bldg 3 Bunnell, Florida 32110.

II. PURPOSE

A. Background

On August 4, 2011, the Alachua County Sheriff was officially awarded Grant Contract Number: 11-DS-8D-03-11-01 from the State of Florida, Division of Emergency Management the in the amount of \$3,683,474 (three million, six hundred and eight three thousand, four hundred and seventy four dollars). The purpose of the grant is to purchase P25 700-800 MHz compliant mobile and portable radios, SSI's for Region III (Alachua Baker, Bradford, Clay, Duval, Flagler, Gilchrist, Levy, Marion, Nassau, Putnam, St. Johns and Union).

B. Purpose

The purpose of this Memorandum of Understanding (MOU) is to specify the number and type of equipment to be purchased for Flagler County and to delineate the responsibilities of the parties.

III. TERM OF MOU

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until June 30, 2012, the end of the grant year, there will be no further extensions.

IV. PAYMENT

No payment shall be made to either party by the other party as a result of this MOU.

V. RESPONSIBILITIES

A. The Sheriff agrees to perform the following actions:

- (1) Submit quarterly reports to the State of Florida, Division of Emergency Management no later than thirty (30) days after the end of each reporting period of the program year and shall continue submitting quarterly reports until submission of the administrative close-out report.
- (2) Submit the administrative close-out report no later than sixty (60) days after the end of the program year.
- (3) Purchase P25 compliant interoperability equipment awarded in the justification and transfer equipment to the Flagler County.
- (4) Pay a total amount of \$253,000.
- (5) Follow all guidelines according to the Federally Funded Sub-grant Agreement Contract Number: 11-DS-8D-03-11-01, CFDA Number: 11.555

B. Flagler County agrees to perform the following actions:

- (1) Submit all information to the Sheriff regarding the equipment within twenty (20) days after taking receipt of equipment.
- (2) Accept responsibility and ownership of the equipment (Attachment A) purchased by the Sheriff.
- (3) Maintain equipment according to the requirements from the State of Florida, Division of Emergency Management.
- (4) Retain sufficient records to show compliance with the terms of the agreement, for a period of five years from the date the audit report is issued.
- (5) Federally funded equipment under this agreement must be maintained for five years from the date of the executed agreement before disposal.
- (6) Shall be responsible for periodic monitoring/audits conducted by the State of Florida, Division of Emergency Management.
- (7) After transfer of all equipment, Flagler County shall take full responsibility for the equipment and maintenance according to the guidelines of the State of Florida, Division of Emergency Management, thus releasing the Sheriff of all liability of maintenance and responsibility for the equipment.



(8) Follow all guidelines according to the Federally Funded Sub-grant Agreement, Contract Number: 11-DS-8D-03-11-01, CFDA Number: 11.555.

VI. GENERAL PROVISIONS

A. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. The courts of the State of Florida shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Eighth Judicial Circuit, Alachua County, Florida.

C. Entirety of Agreement

This MOU, consisting of six (6) pages and the attached grant agreement between the State of Florida, Division of Emergency Management and the Sheriff, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability

Should any portion of this MOU be judicially determined to be illegal and unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity

The Sheriff and Alachua County and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such



status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of the party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

VI. NOTICE AND CONTACT

A. All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this MOU.

B. The name and address of the Sheriff's representative responsible for the administration of this MOU:

Kelly L. Amerson
Alachua County Sheriff's Office
2621 S.E. Hawthorne Rd.
Gainesville, FL 32641
T: 352-367-4031
F: 352-374-1873
kamerson@alachuasheriff.org

C. The name and address of Flagler County representative responsible for the administration of this MOU is:

Don Petito, Fire Chief
Flagler County Emergency Services
1769 E. Moody Blvd, Bldg 3
Bunnell, Florida 32110

D. In the event that different representatives or addresses are designated by either party after execution of this MOU, notice of the name, title and address of the new representative will be rendered as provided in (VI)(A) above.



VII. SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Sadie Darnell, Sheriff
Alachua County

Date

Approved as to Form and Legality


Cynthia Weygant, General Counsel
Alachua County Sheriff's Office

Date

Flagler County

Date

Approved as to Form and Legality



Flagler County



Date



The Agreement between Alachua County and the Florida Division of Emergency Management is available for review as part of the September 7, 2011 BOCC Backup that can be found on the Flagler County Website but was not copied as part of the MOU.



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

BRYAN KOON
Director

August 4, 2011

Mrs. Kelley Amerson
Alachua County Sheriff's Office
2621 Southeast Hawthorne Road
Gainesville, Florida 32641

Re: Agreement #: 12-DS-8D-03-11-01-162

Dear Mrs. ~~Amerson~~ ^{Kelley}:

Enclosed is your fully executed agreement between Alachua County and the Florida Division of Emergency Management. Under Section (13)(c), Notice and Contact, of this Agreement, you have been identified as the Representative of the Recipient responsible for the administration of this Agreement. Therefore, it is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this Agreement.

Attached are the complete **AMENDED** package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests.

If you have any questions in this regard, please contact me at 850-488-9441 or by E-mail: Michael.day@em.myflorida.com

Sincerely,

Michael J. Day
Community Assistance Consultant
Bureau of Response

MD
Enclosure

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end June 30, 2012 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) **REPORTS**

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

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

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(8) MONITORING.

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

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in

claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

- (e) Exercise any corrective or remedial actions, to include but not be limited to:
1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Michael J. Day
Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Telephone: 850-488-9441
Fax: 850-488-9441
Email: Michael.Day@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Kelly Amerason
Alachua County Sheriff's Office
2621 S.E. Hawthorne Rd
Gainesville, FL 32641
Telephone: 352-367-4031
Email: kamerson@alachuasheriff.org

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

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

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$3,683,474**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$_____ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

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

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

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

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

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

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

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

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

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

RECIPIENT:

ALACHUA COUNTY SHERIFF'S OFFICE

By: Sadie Darnell
Name and title: Sadie Darnell Sheriff
Date: 7/12/11
FID# 59-1882941

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**



for By: Mike DeLoe
Name and Title: Bryan Koon, Director of the Division of Emergency Management
Date: 8/4/11



EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Department of Homeland Security

Catalog of Federal Domestic Assistance title and number: 11.555

Award amount: \$3,683,474

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008-2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

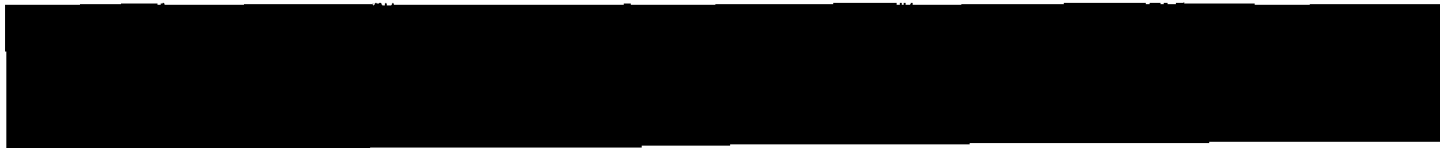
NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

**Attachment A
Budget and Scope of Work**

Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY2007 Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.mipt.org.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted, whereas management & administration cost do not exceed 3% of the Recipient's total award. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.

Fiscal Year	Recipient/Agency	Category	Amount / Budget
Fiscal Year 2007 - Public Safety Interoperable Communications Grant Program - Issue 81	Alachua County Sheriff's Office	Equipment Acquisition	\$3,683,474
Statutory Match Requirement		\$920,868.50	



Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Alachua (\$500,500)

Baker (\$245,000)

Bradford (\$341,905)

Clay (\$279,688)

Duval (\$75,555)

Flagler (\$253,000)

Gilchrist (\$131,440)

Levy (\$178,500)

Marion (\$417,032)

Nassau (\$229,494)

Putnam (\$262,040)

St. Johns (\$602,400)

Union (\$166,920)

Total Grant Award \$3,683,474

County	AEL #	Description	Quantity	Unit Cost	Total Cost	Award
Alachua	06CP-01-PORT	Portable Radios	70	3,850.00	269,500.00	500500.00
Alachua	06CP-01-PORT	Portable Radios	60	3,850.00	231,000.00	
Baker	12VE-00-CMDV	Mobile Command Center	1	245,000.00	245,000.00	245000.00
Bradford	06CP-01-MOBL	Mobile Radio	1	7,576.75	7,576.75	
Bradford	06CP-01-PORT	Portable Radios	42	4,274.75	179,539.50	341905.00
Bradford	10BC-00-BATT	Additional Radio Batteries	84	105.00	8,820.00	
Bradford	06CP-01-MOBL	Mobile Radio	27	5,406.25	145,968.75	
Clay	06CP-01-PORT	Multiband Portable Radio	10	5,018.80	50,188.00	
Clay	06CP-02-BRDG	Radio Software Fash Upgrade	250	375.00	93,750.00	279688.00
Clay	06CP-02-BRDG	Radio Software Fash Upgrade	250	543.00	135,750.00	
Duval	06CP-02-BRDG	Upgrade Smartnet to Smart Zone	50	400.00	20,000.00	75555.00
Duval	06CP-02-BRDG	TRUNKING SOFTWARE	50	300.00	15,000.00	
Duval	06CP-02-BRDG	Trunking 9600 Baud Flashport	12	415.00	4,980.00	
Duval	06CP-02-BRDG	3600/9600 Interop Flashport	12	500.00	6,000.00	
Duval	06CP-02-BRDG	Smartzone Upgrade	25	400.00	10,000.00	
Duval	06CP-02-BRDG	SmartzoneE Omnilink Oper	25	200.00	5,000.00	
Duval	06CP-02-BRDG	Project 25 9600 Baud Trunking	25	300.00	7,500.00	
Duval	06CP-01-PORT	Portable Radios	2	3,537.50	7,075.00	
Flagler	06CP-01-PORT	Portable Radios	50	5,060.00	253,000.00	253000.00
Gilchrist	06CP-01-PORT	Portable Radios	25	5,257.60	131,440.00	131440.00
Levy	06CP-01-PORT	Portable Radios	29	4,500.00	130,500.00	178500.00
Levy	06CP-02-BRDG	Radio Software Fash Upgrade	96	500.00	48,000.00	
Marion	06CP-02-BRDG	Inter Sub-system Interface (ISSI)	1	333,054.00	333,054.00	417032.00
Marion	06CP-01-PORT	700/800/VHF Radios	1	5,257.00	5,257.00	
Marion	06CP-01-PORT	00/800/UHF Radios	1	5,257.00	5,257.00	
Marion	06CP-01-MOBL	00/800/VHF Radios	8	5,232.00	41,856.00	
Marion	06CP-01-PORT	700/800/VHF Radios	3	5,268.00	15,804.00	
Marion	06CP-01-PORT	700/800/UHF Radios	3	5,268.00	15,804.00	
Nassau	06CP-01-PORT	Portable radios, dual band	7	5,500.00	38,500.00	229494.00
Nassau	06CP-01-MOBL	Mobile Radios, Dual Band	5	6,730.00	33,650.00	
Nassau	06CP-01-MOBL	Mobile Remote Mount	6	4,130.00	24,780.00	
Nassau	06CP-01-PORT	Portable radios	25	1,675.00	41,875.00	
Nassau	06CP-01-PORT	Portable radios	16	3,056.00	48,896.00	
Nassau	06CP-02-BRDG	Console	1	41,793.00	41,793.00	
Putnam	06CP-01-MOBL	Mobile Radios	43	3,955.00	170,065.00	262040.00
Putnam	06CP-01-PORT	Portable Radios	66	1,348.00	88,968.00	
Putnam	06CP-02-BRDG	Software and Programming Cables	1	1,467.00	1,467.00	
Putnam	10BC-00-BATT	Batteries	14	110.00	1,540.00	
St. Johns	06CP-01-BASE	Base, Multi-band	1	34,317.50	34,317.50	602400.00
St. Johns	21GN-00-INST	Install, multiband Transceiver	30	85.00	2,550.00	
St. Johns	06CP-01-PORT	Portable, Radios	52	4,961.00	257,972.00	

St. Johns	06CP-01-PORT	Portable, Radios	15	5,171.00	77,565.00	
St. Johns	06CP-01-MOBL	DUAL BAND MID POWER	3	5,647.50	16,942.50	
St. Johns	06CP-01-PORT	DIGITAL PORTABLE RADIO	25	7,568.00	189,200.00	
St. Johns	06CP-01-MOBL	Dual Band Mid Power	3	7,951.00	23,853.00	
Union	06CP-01-PORT	DIGITAL VHF w/ CHANNEL (DISPLAY)	38	1,263.93	48,029.34	166920.00
Union	06CP-01-MOBL	VHF 136-174 MHZ, 10-50 W	22	2,885.50	63,481.00	
Union	06CP-01-PORT	DIGITAL PORTABLE RADIO	4	6,572.00	26,288.00	
Union	06CP-01-MOBL	DUAL BAND MID POWER	4	7,280.50	29,122.00	
					3,683,474	<u>3,683,474</u>

Scope of Work

A. Equipment Acquisition

Fiscal Year 2008 PSIC funds may be used for equipment acquisition from the FY 2008 Authorized Equipment List (AEL). The FY 2008 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <http://www.rkb.us>.

Authorized equipment for the PSIC program includes the following:

- ↓ Information Technology
- ↓ Cyber Security Enhancement Equipment
- ↓ Interoperable Communications Equipment
- ↓ Power
- ↓ CBRNE Incident Response Vehicles
- ↓ Terrorism Incident Prevention Equipment
- ↓ Other Authorized Equipment

B. Management & Administration (M&A)

M&A costs associated with equipment acquisition are allowable expenditures for up to three percent (3 %) of the total State or Territory allocated funds. Up to three percent (3 %) of the total amount allocated to the State and Territory for PSIC may be retained at the State level and used for M&A purposes. These State and Territory M&A funds must be included when accounting for the total funds retained by the State and Territory.

Hiring of full-time or part-time staff or contractors/consultants for:

- ↓ Grant management services related to compliance with reporting, monitoring, and all audit requirements
- ↓ Audit Requirements
- ↓ Associated travel expenses
- ↓ Meeting expenses

The match requirement is applicable to M&A expenses.

C. Disallowable Costs

PSIC funds may not be used to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. For example, a local, uniformed, law enforcement patrol officer cannot be hired using grant dollars to perform regular local law enforcement patrol duties.

D. Reporting Requirements

1. Quarterly Programmatic Reporting

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting

After the end of each reporting period, for the life of the contract, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively.

E. Reimbursement Requests

A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This

number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

F. Close-out Programmatic Reporting

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the contract is either completed or the contract has expired.

G. Monitoring

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the financial, programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance and statutory regulations.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of the FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will identify up to 50% of sub-grantees for site visit monitoring. It is important to note that although a given grant has been closed successfully, it is still subject to either desk or on-site monitoring.

Examples of areas that may be examined include:

Management and administrative procedures
Grant folder maintenance
Equipment accountability and sub-hand receipt procedures
Program for obsolescence
Status of equipment purchases
Status of training for purchased equipment
Status and number of response trainings conducted to include number trained
Status and number of exercises
Status of planning activity
Anticipated projected completion
Specific difficulties completing the project.
Agency NIMS/ICS compliance documentation

In certain circumstances, the FDEM may request additional monitoring/information if the activity, or lack thereof, on the part of the specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. The agency recipients will complete and submit the desk top monitoring within 14 business calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- > Equipment selection or available vendors

- > Eligibility of items or services
- > Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the FDEM or their designated personnel. Site visits will be scheduled in advanced with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency Point of Contact (POC) stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. FDEM personnel will call within the next 10 calendar days to schedule an appointment to review the grantee's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will also be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

H. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Michael J. Day FDEM – DHS Grants Unit 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-9441 Michael.day@em.mylorida.com	Nick Simoncini, Program Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9990 Nick.Simoncini@em.mylorida.com

I. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B



Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Section 1352, Title 31, US Code
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule.
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

<input type="checkbox"/> NO ADVANCE REQUESTED No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.	<input checked="" type="checkbox"/> ADVANCE REQUESTED Advance payment of \$3,683,474 is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--	--

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2007-2008	(B) FFY 2008-2009	(C) FFY 2009-2010	(D) Total
1	INITIAL CONTRACT ALLOCATION				\$3,683,474
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\frac{\text{Cell D3}}{\text{DEM Award (Do not include any match)}} \times \$ = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.



ESTIMATED EXPENSES

BUDGET CATEGORY	2011-2012 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	-0-
PROGRAM EXPENSES	Equipment \$3,683,474
TOTAL EXPENSES	\$3,683,474

Explanation of Circumstances:

The Alachua County Sheriff's Office has agreed to administer the Regional PSIC grant in the amount of \$3,683,474. Our cash flow will be unable to support the large expenditures associated with this grant award.

The Alachua County Sheriff's Office is a small local government agency with a total Law Enforcement budget of \$26,642,599. The Board of County Commissioners remits 1/12th of this amount to us each month. Eighty-three percent (83%) of this total budget represents salaries, benefits and mandatory tax obligations that must be met on a bi-weekly basis.

We are respectfully requesting a 100% advance of grant funds. These funds would be accounted for separately and expended in a timely manner. We will be able to order the interoperable communications equipment at discounted pricing if we order them quickly. These are specific sole source or State Contract items so the vendors have already been set up in our procurement system as authorized vendors.

Your favorable consideration regarding the proposed advancement will be greatly appreciated. Should additional information or clarification be required, please contact Kelly Amerson, Grant Administrator, at 352-367-4031.

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

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

Competition

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

Codes of conduct

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

Business Hours

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

Licensing and Permitting

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

Attachment E

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

Attachment F
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-648) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT A

A handwritten signature in black ink, appearing to be 'SJA', located in the bottom right corner of the page.



10 Flagg Street
 Daytona Beach, FL 32114
 Voice: 386.947.9999 Fax: 386.947.1646

QUOTATION

Page	1/2
Date	8/11/2011
Quote Number	QTE1100813

Bill To Flagler County Emergency Services
 att: Rolf Preuss
 1769 East Moody Blvd, #3
 Bunnell, FL, 32110

Site Flagler County Emergency Services
 Marilyn Franco
 1769 East Moody Blvd, #3
 Bunnell, FL, 32110

Contact Rolf Preuss
 Voice: --
 Fax: --

Site Number	Description	Salesperson	Reference
FLA390MAIN	Unity Mobile Radios -PSIC Grant	Tewell, Edgar B	PSIC Grant -Budgetary Only

Description	Qty	Unit	Sale Price	Total
Billing				
XM100F - Unity Mobile, XG-100M, 136-870 Mhz, Unencrypted	50	Each	2,536.50	126,825.00
XMPL4B - Feature Package, P25 Trunk.P25 Conv	50	Each	1,560.00	78,000.00
XMCP9E - Control Unit, CH-721, Scan, Remote Mount	50	Each	540.00	27,000.00
XMZN7R - Accessories Kit, Unity with CH-721 Remote Mount	50	Each	270.00	13,500.00
XMMC7Z - Standard Microphone, Unity	50	Each	60.00	3,000.00
XMAN6H - Antenna Element, Multiband, 136-870 MHz, 0dB	25	Each	135.00	3,375.00
AN125001002 - Antenna, Base, Standars Roof Mnt Low Loss 5 db ALLOW 10-12 WEEKS DELIVERY - Harris offers customers in Florida a 25% discount off the published list price of Harris manufactured radio equipment - This is the same discount as the State of Florida Contract # 725-001-01-1	35	Each	35.21	1,232.44



COMMUNICATIONS INTERNATIONAL, INC.

10 Flagg Street
Daytona Beach, FL 32114
Voice: 386.947.9999 Fax: 386.947.1646

QUOTATION

Page	2/2
Date	8/11/2011
Quote Number	QTE1100813

Description	Qty	Unit	Sale Price	Total
				Subtotal:
				252,932.44

Prices quoted are valid for (30) Days from Document Date.
Orders may be subject to shipping & handling charges.
All warranties are manufacture's warranties.

Plus Tax	0.00
Total Due (USD)	252,932.44

Please complete the details below and fax or email them to us.

<input type="checkbox"/> Purchase Order Number _____ <input type="checkbox"/> Credit Card <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Bankcard Card No. _____ Exp. Date _____ Cardholder's Name _____ <input type="checkbox"/> Cheque 4450 US Highway 1 Vero Beach, FL, 32967, USA	Please place my order now Name _____ Signature _____
--	--

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Communications Int'l. Inc.'s Terms and Conditions of Sale Service and Technical Support.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14**

SUBJECT: Approval of the Local Agency Program (LAP) Supplemental Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT) for Construction of SR A1A National Scenic Byways Bings Landing Improvements, FDOT Financial Project No. 424372-3-58-01

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: At the regularly scheduled meeting on March 1, 2010, the Board of County Commissioners approved a Local Agency Program (LAP) funding agreement with the Florida Department of Transportation for the amount of \$250,000.00. These America Recovery and Reinvestment Act of 2009 (ARRA) monies are being used to complete improvements on the south addition property at Bings Landing Park.

The project was publicly advertised, bids were received and the contract was awarded by the County Commission to S. E. Cline Construction, Inc. on November 15, 2010, in the amount of \$172,325.00. A \$44,910.00 Construction Engineering & Inspection (CEI) contract was awarded to Reynolds, Smith and Hills CS, Inc. at the March 24, 2011 Commission meeting, resulting a total ARRA funded project worth \$217,235.00.

The Florida Department of Transportation has prepared a deductive Supplemental Agreement, reducing the LAP Agreement by \$32,765.00 to allow these monies to be re-assigned by the State.

FUNDING INFORMATION: In the current fiscal year's budget, SR A1A National Scenic Byways Bings Landing project #401142 is budgeted in account number 132-8905-XXX.XX-XX for a grant total amount of \$250,000.00. The agreement will reduce the ARRA grant total for this project to \$217,235.00.

DEPT./CONTACT/PHONE #: Faith Alkhatib, Engineering Department, 313-4045

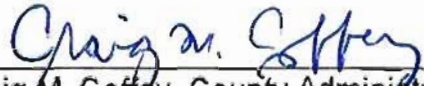
RECOMMENDATIONS: Request the Board approve the Local Agency Program (LAP) Supplemental Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation for the adjusted amount of \$217,235.00.

ATTACHMENTS:

1. Authorizing Resolution
2. Local Agency Program (LAP) Supplemental Agreement document


Faith Alkhatib, County Engineer

8-25-2011
Date


Craig M. Coffey, County Administrator

31 August 2011
Date

Dept Head
Financial Services
Growth Management
Dev Engineer
Legal
Other Deputy Admin

Initials	Date
<u>AD</u>	<u>8-29-11</u>
<u>SPW</u>	<u>8/30/11</u>
<u>SS by</u>	<u>RE 8/26</u>

RESOLUTION NO. 2011-_____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIRMAN TO EXECUTE A LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR PROJECT FPN: 424372-3-58-01 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 31, 2010, the State of Florida Department of Transportation and Flagler County entered an agreement for funding to complete the construction of SR A1A National Scenic Byways Bings Landing Project, FPN 424372-3-58-01; and

WHEREAS, the Construction and Construction Engineering and Inspection (CEI) services for the aforementioned project, FPN 424372-3-58-01 have been contracted for; and

WHEREAS, the State of Florida Department of Transportation has requested Flagler County, Florida to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement to amend the prior agreement for the aforementioned project, FPN: 424372-3-58-01.

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

Section 1. Chairman Alan Peterson is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, 424372-3-58-01.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 7th day of September, 2011, by the Board of County Commissioners, Flagler County, Florida.

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

ATTEST:

Alan Peterson, Chairman

Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

APPROVED AS TO FORM:



Al Hadeed, County Attorney

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 424372-3-58-01 CONTRACT NO. AQ 170
--	---	---

The Flagler County desires to supplement the original Agreement entered into and executed on August 31, 2010 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SR A1A National Scenic Byways Bings Landing Length ~ 0.0 miles

Termini SR A1A at Bings Landing Park

Description of Work:

This project includes construction and CEI services necessary to construct these National Scenic Byway corridor enhancements. Planned improvements include the construction of a pedestrian boardwalk and scenic outlook in the Intracoastal Waterway (ICWW), and ICWW access area, pedestrian foot bridges over the Malacompra Canal, ADA parking, concrete sidewalk and coquina shell trail connections. The project is located directly adjacent to SR A1A at Bings Landing Park.

Reason for Supplement:

Pursuant to paragraph **4.0 Project Estimate and Disbursement Schedule** of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the Schedule of Funding for this American Recovery and Reinvestment Act (ARRA) project shall be reduced to \$217,235, a total amount equal to the Agency's construction and CEI contract award amounts. Said revision is reflected in the Schedule of Funding, attached hereto and incorporated herein, as Exhibit "A."

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 424372-3-58-01 CONTRACT NO. AQ 170
--	---	---

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
2011-2012					
2012-2013					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
2011-2012					
2012-2013					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
2011-2012					
2012-2013					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
2011-2012					
2012-2013					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008					
2008-2009					
2009-2010					
2010-2011	\$200,000.00	(\$27,675.00)	\$172,325.00		\$172,325.00
2011-2012					
2012-2013					
Total Construction Cost	\$200,000.00	(\$27,675.00)	\$172,325.00	\$0.00	\$172,325.00
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009					
2009-2010					
2010-2011	\$50,000.00	(\$5,090.00)	\$44,910.00		\$44,910.00
2011-2012					
2012-2013					
Total CEI Cost	\$50,000.00	(\$5,090.00)	\$44,910.00	\$0.00	\$44,910.00
Total Construction & CEI Costs	\$250,000.00	(\$32,765.00)	\$217,235.00	\$0.00	\$217,235.00
TOTAL COST OF THE PROJECT	\$250,000.00	(\$32,765.00)	\$217,235.00	\$0.00	\$217,235.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 424372-3-58-01 CONTRACT NO. AQ 170
--	---	---

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Flagler County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Alan E. Hyman, P.E.
Title: Director of Transportation Operations

Attest: _____
Name:
Title:

Attest: _____
Name:
Title: Administrative Assistant

Date: _____

Date: _____

As to form:


Attorney

Legal Review:

Office of the General Counsel

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

ARRA Amount: \$ 217,235.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 15**

SUBJECT: A Resolution Requesting Project Bahia be Approved as a Qualified Target Industry (QTI) with Brownfield Bonus by Enterprise Florida and Requesting a Waiver of Local Financial Support as Provided for within the Qualified Target Industry Tax Refund Program.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The Qualified Target Industry (QTI) tax refund program is a tool available to Florida communities to encourage quality job growth. Additionally, on June 7, 2010, the Flagler County Board of County Commissioners approved a resolution designating Brownfields areas-Flagler Economic Enhancement District (FEED) within the County. Efforts are underway to work with Project Bahia on its consideration to locate in Flagler County. The company is a new manufacturing venture. Over the next four years, Project Bahia is expected to create 162 new jobs within the County. The average salary of the new jobs is \$32,976.00, which is 115% above the County's average annual wage. The anticipated capital investment for the proposed project is \$1.5 million.

Staff is seeking by way of this resolution that the Board of County Commissioners recommend Project Bahia be approved as a Qualified Target Industry with Brownfield Bonus and that, as a rural community, the County request approval to be exempt from the local 20% match. FEED enables this project to qualify for an additional State incentive of up to \$2,500.00 in tax refunds per job created. Project Bahia can be potentially awarded \$1,101,600.00 from Enterprise Florida. Obtaining the exemption to the 20% local match will save the County \$220,320.00.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: County Administration/Craig Coffey/383-313-4094.

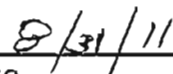
RECOMMENDATIONS: Request the Board approve and authorize the execution of a resolution recognizing Project Bahia as a Qualified Target Industry (QTI) with Brownfield Bonus and requesting a waiver of local financial support.

ATTACHMENT:

- 1. One (1) Original Resolution




Craig M. Coffey, County Administrator



Date

Deputy County Admin.
Finance Legal
Legal

Initials	Date
SS	8-30-11
M/P	
	8/31/11

**QUALIFIED TARGET INDUSTRY
TAX REFUND WITH BROWNFIELD BONUS
REQUESTING WAIVER OF LOCAL FINANCIAL SUPPORT**

RESOLUTION NO. 2011 - ____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, RECOMMENDING "PROJECT BAHIA" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106 FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED BROWNFIELD AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, as follows:

WHEREAS, the Legislature of the State of Florida has enacted Section 288.106, Florida Statutes, to encourage the growth of Florida's high-wage, value-added employment; and

WHEREAS, Section 288.106, Florida Statutes, authorizes the Florida Office of Tourism, Trade and Economic Development to accept, review and approve applications for tax refunds to qualified target industry (QTI) businesses; and

WHEREAS, a manufacturing venture, specifically code named "PROJECT BAHIA" is a Target Industry Business and is considering a location in Flagler County, Florida; and

WHEREAS, this site is in a Designated Brownfield Area within the Flagler Economic Enhancement District of the County; and

WHEREAS, the State law typically requires an incentive match to inducements provided through the QTI tax refund program; and

WHEREAS, pursuant to Section 288.0656, Florida Statutes, Flagler County is designated as a Rural Area of Critical Economic Concern and the new PROJECT BAHIA is locating within this rural area; and

WHEREAS, pursuant to Section 288.06561, Florida Statutes, the Flagler County Board of County Commissioners, requests a waiver from the local financial support requirement of the QTI program because Flagler County is a fiscally constrained area of disadvantaged economic means with this opportunity to attract and locate higher paid, manufacturing jobs; and

ATTACHMENT 1

WHEREAS, as a result of this location PROJECT BAHIA is eligible to apply for the Qualified Target Industry Tax Refund with a Brownfield Bonus; pursuant to §288.107 Florida Statute; and

WHEREAS, the Flagler County Board of County Commissioners hereby finds that it is in the best interest of the citizens of Flagler County to adopt this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, that it hereby recommends PROJECT BAHIA be approved as a Qualified Target Industry Business pursuant to §288.106 Florida Statutes.

BE IT FURTHER RESOLVED, the Flagler County Board of County Commissioners has determined the basis of the project's average private sector wage commitment calculation shall be a wage equal to 115% of the local average county wage.

BE IT FURTHER RESOLVED that Flagler County, Florida is a rural county and is eligible for the local financial support requirement exemption option authorized within the Qualified Target Industry Tax Refund Program (§288.106 Florida Statutes) and requests a waiver of the local financial support be granted.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE GOVERNING BOARD OF COUNTY COMMISSIONERS, FLAGLER COUNTY, FLORIDA this 7th day of September, 2011.

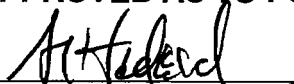
**BOARD OF COUNTY
COMMISSIONERS OF FLAGLER
COUNTY, FLORIDA**

ATTEST:

Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

Alan Peterson, Chairman

APPROVED AS TO FORM:



Al Hadeed, County Attorney

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16 a)**

SUBJECT: Approval of FY2011-2012 Tourist Development Fund 110 Proposed Marketing Budget and Advertising Campaign

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: At its August 17, 2011 meeting, the Tourist Development Council (TDC) approved, for ratification by the Board of County Commissioners, the fiscal year 2011-2012 Fund 110 Marketing Budget & Advertising Campaign as proposed by the Flagler County Chamber of Commerce. The Chamber's proposal totaled \$800,000, summarized as follows:

Description	Proposed Allocation
Advertising	\$ 362,210
Special Event Grants	60,000
Product Development/Tourism Asset Education	11,790
Staff & Fulfillment (County & Chamber)	238,600
Research	31,400
Multi Media Development & Production	96,000
Contingency Fund	0
Total	<u>\$ 800,000</u>

The \$238,600 shown above for "Staff & Fulfillment (County & Chamber)" includes the proposed funding for the fiscal year 2011-12 agreement with the Flagler County Chamber of Commerce which totals \$223,843 (which is an increase of \$27,192 from the \$196,651 included in the current year budget), as well as staff time costs reimbursable to the Financial Services Department, which total an estimated \$14,757 (which is a decrease of \$100 from the \$14,857 included in the current year budget). Upon approval of this item, an addendum to the existing agreement with the Flagler County Chamber of Commerce will be prepared and submitted to the Board of County Commissioners for approval.

The \$800,000 allocation includes the \$60,000 annual allocation for the Special Events Grants (\$48,000 for Overnight Stays and \$12,000 for Quality of Life Grants). It al

Other expenditures funded from the Tourist Development Promotions and Advertising Fund (Fund 110) not included in this \$800,000 allocation include the \$30,000 for fireworks, and minor miscellaneous expenditures (postage, bank service charges, etc.)

FUNDING INFORMATION: The proposed fiscal year 2011-12 budget includes a total of \$1,404,376 in TDC Fund 110, of which \$1,105,143 would be available to fund Promotional Activities/Special Events, pending approval by the Board of County Commissioners at the final budget adoption hearing tentatively scheduled for Thursday, September 22, 2011. Historically, the amount included in the Proposed Marketing Campaign represents an estimate of the amount available in the 110 Fund as of September 30, 2011. Updated current projections of the estimated amount of fiscal year 2010-11 fund balance to be carried over to fiscal year 2011-12 is \$704,699. In order to fully fund the fiscal year 2011-12 marketing budget and advertising campaign (as well as the other expenditures from the 110 fund described above), it is recommended that a portion of the fiscal year 2011-12 tourist development tax collections in fund 110 be utilized.

DEPT./CONTACT/PHONE #: Tourist Development/Thomas Klinker/313-4008

RECOMMENDATIONS: Request the Board ratify the recommendation of the Tourist Development Council to approve the fiscal year 2011-2012 Fund 110 Marketing Campaign as proposed by the Flagler County Chamber of Commerce.

ATTACHMENTS:

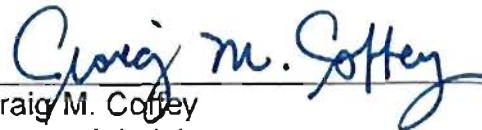
1. August 17, 2011 Draft TDC Minutes
2. Fiscal Year 2011/2012 Fund 110 Proposed Marketing Budget & Advertising Campaign (Partial copy only - The entire document is available online at <http://www.flaglercounty.org/tdc>)



Thomas P. Klinker, CPA, CGFO, CPFO
Financial Services Director

August 29, 2011

Date



Craig M. Coffey
County Administrator

August 29, 2011

Date

Deputy County Admin.
Financial Services
Legal

Initials Date
TRX 08/29/11

**FLAGLER COUNTY
TOURIST DEVELOPMENT COUNCIL
Flagler County Government Services Building
Board Chambers – First Floor
August 17, 2011
9:00 A.M.
Minutes**

MEETING CALLED TO ORDER BY CHAIR MILISSA HOLLAND at 9:00 A.M.

Chair Holland led the pledge to the flag and sought a moment of silence to honor those who are serving our country.

PRESENT: Chair Milissa Holland, Commissioner Steve Settle, Councilwoman Mary DiStefano, Jeff Conner, Bob DeVore, Linda Mitchell, Tom Grimes

ABSENT: Pamela Walker, Andrew Blair

1. Adoption of Minutes from the July 20, 2011 meeting.

DeVore/DiStefano. Motion to Adopt the July 20, 2011 Minutes carries unanimously.

2. Accept Financial Status Reports for Review.

DeVore/Conner. Motion to Accept Financial Status Reports for Review carries unanimously.

3. Accept monthly Flagler County Chamber Monthly Marketing Activity Report (July 2011) and current Smith Travel Research Report (June 2011) for Review.

DeVore/DiStefano. Motion to accept monthly Flagler County Chamber Marketing Activity Report (July 2011) and current Smith Travel Report (June 2011) for Review carries unanimously.

4. **Heiser Time**

Peggy Heiser – Update as to current activities of Chamber representatives.

- Review of the Chamber's survey from Flagler County's 4th of July event.
- Hosted Chamber Chat Saturday, July 13. Theme was grand opening of the Marineland Marina.
- Ms. Heiser and Laura Gamba will attend the Florida AAA Sales Blitz from Heathrow to Tampa/St. Pete area. Will be going back to Georgia in September to visit more AAA offices.
- Ms. Heiser attended board meeting of Florida's First Coast of Golf. Will be updating their website, integrating mobile, and launching mobile site.
- Ms. Heiser will attend the Destination Management Conference in Salt Lake City

Laura Gamba – Update on Sports Market

- Review of information packet with calendars for upcoming sports events and field locations

A discussion ensued between Chair Holland and Ms. Gamba identifying LaCrosse and Rugby as being the more profitable sports found in Ms. Gamba's research. **DeVore** – Commented that he would not limit to one sport. Possibly work with hoteliers and golfers to have an amateur golf tournament. **DiStefano** – Commented that the report does not show any soccer fields. **Gamba** – Stated the fields are used for both LaCrosse and soccer.

5. Consider a request from the Flagler Beach Historical Museum to grant **\$5,000** from **Fund 109 Capital Improvements - Non-Profit Operational Costs Grant** for operating and promotional support.

DeVore/DiStefano. Motion to grant **\$5,000** from **Fund 109 Capital Improvements - Non-Profit Operational Costs Grant** for operating and promotional support carries unanimously.

DeVore/Grimes. Motion to approve all remaining applications for \$2,000 each (except Item #9). **Conner** – Not in agreement with all applications. Discussion ensued between Chair Holland and Councilman Settle regarding the use of all funds with no balance for February meeting. **Grimes** – Questioned having a discussion about increasing the funds, perhaps revisit making adjustments on a yearly basis. **Chair Holland** - Policies are 2 years old, and amendments are not only amended by TDC but by the FCBC. **Thomas P. Klinker, Financial Services Director** – Verified that the policies were adopted in July 2009. This is the first time the funds may be exhausted at the beginning of the year. Decision made to discuss each item.

6. Consider a request from the Florida Agricultural Museum, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for 2nd Annual Pellicer Creek Raid: A Civil War Re-enactment to be held October 14, 15, & 16, 2011.

DeVore/DiStefano. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for 2nd Annual Pellicer Creek Raid: A Civil War Re-enactment to be held October 14, 15, & 16, 2011 carries unanimously.

7. Consider a request from the Rotary Club of Flagler Beach to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Run Flagler to be held October 22, 2011.

DiStefano/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Run Flagler to be held October 22, 2011 carries unanimously.

8. Consider a request from the Community Chorus of Palm Coast to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Winter Concert to be held January 15, 2012.

Grimes/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Winter Concert to be held January 15, 2012 passes with Mr. Conner voting against the motion.

9. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Washington Oaks Dedication Weekend to be held November 11-13, 2011.

Chair Holland – Pre-meeting checklist was not performed with Ms. Heiser for this event. Application does not follow policy and will not be allowed at this time.

10. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Holiday in the Gardens/Tea Party with Mrs. Claus to be held December 10, 2011.

DiStefano/Grimes. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Holiday in the Gardens/Tea Party with Mrs. Claus to be held December 10, 2011.

On a roll call vote, the **Motion** passes with Mr. Conner, Mr. DeVore, and Ms. Mitchell voting against the motion.

11. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Earth Day Celebration to be held April 21 and 22, 2012.

DiStefano/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Earth Day Celebration to be held April 21 and 22, 2012 carries unanimously.

12. Consider a request from Flagler County Chamber Affiliate: Flagler Beach to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Flagler's Holiday at the Beach to be held December 2 -3, 2011.

DeVore/Settle. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Flagler's Holiday at the Beach to be held December 2 -3, 2011 passes with Mr. Conner voting against the motion.

13. Review of the recommended Fund 110 proposed fiscal year 2011-2012 Budget & Marketing Campaign.

Peggy Heiser, Flagler County Chamber of Commerce - PowerPoint presentation.

DeVore – Cannot support the 10% raise for Staff & Fulfillment when city and county employees among others are receiving no raises, might support 2%. Supportive of museum and additional employee; disagrees with amount of money for Economic Impact Study and Market Research.

Mitchell – Should be realized that people are very lucky to even get a 3% increase right now.

Chair Holland – Toursim is a growing entity and wants to insure the momentum continues. Upon completion, a Strategic Plan should be assessed to strive to be better and to do more.

Conner – Referred to Volusia not revising or using their Strategic Plan and supports revision. Research shows that staff is not paid as much as other counties.

Grimes – Supports the study and research to effectively reach all customers.

Settle – Believes in increase for merit, supports the 10% increase.

Conner/DiStefano. Motion to accept Fund 110 proposed fiscal year 2011-2012 Budget & Marketing Campaign passed with Mr. DeVore voting against the motion.

14. Community Outreach

A thirty-minute time has been allocated at the end of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Board on items not on the agenda.

None

15. Board Member Commentaries

Grimes – Commented that he enjoyed the meeting because of the discussions and knows we are all looking for the best for our county and staff.

16. Adjournment.

Chair Holland. Meeting adjourned at 10:20 a.m.

RECORDING OF MEETING CAN BE ACCESSED BY THE FOLLOWING LINK:

<http://www.flaglercounty.org/index.aspx?NID=675>

If a person decides to appeal any decision made by the Tourist Development Council with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.



**TDC 110 Promotional Fund
Table of Contents**

Proposed FY 2012 Fund 110
Presentation

Proposed FY 2012 Fund 110 Budget
October 2011 – September 2012
Proposed Fund 110 Budget

Proposed FY 2012 Fund 110
Marketing Plan

- Advertising
- Product Development
- Research
- Multi-Media Development
- Staff & Fulfillment

Proposed Visitor Center Initiative

FY 2012 Proposed
Fund 110 Budget

FY 2012 Proposed
Fund 110 Marketing Plan

Advertising

Product Development

Research

Multi-Media
Development

Staff & Fulfillment

Visitor Center

**PROPOSED FY 2012
FUND 110 Strategic Plan**

Budget Forecast Options

Category	CURRENT FY2011	PROPOSED FY2012
Total Fund 110	\$650,000	\$800,000
Staff & Fulfillment (County & Chamber)	\$211,508	\$238,600
Static Special Event Grants	\$60,000	\$60,000
Balance of Fund 110:	\$378,492	\$501,400
Allocation of Balance of Fund 110:		
Paid Advertising		
	\$304,686	\$362,210
	80%	74%
	On Line	On Line
	\$80,000	\$108,000
	Print	Print
	\$80,000	\$103,500
	VF Coop	VF Coop
	\$41,500	\$49,000
	FFCG	FFCG
	\$35,800	\$33,600
	Outdoors	Outdoors
	\$35,000	\$26,100
	TV	TV
	\$20,025	\$27,010
	Radio	Radio
	\$12,000	\$14,500
Product Development/Tourism Asset Education	\$15,140	\$11,790
	4%	2%
	Tradeshows	Tradeshows
	\$7,500	\$8,590
	Media	Media / PR
	\$9,024	\$3,200
Research	\$3,785	\$31,400
	1%	6%
	Research Resource	Research Resource
		\$3,800
		Market & Economic Impact Study
		\$27,600
Multi Media Development & Production	\$54,881	\$96,000
	15%	18%
	Web Resources	Web Resources
	\$21,872	\$43,000
	Graphic Design	Graphic Design
	\$3,000	\$3,500
	Print Materials	Print Materials
	\$29,379	\$17,750
	VF Brochure Dist	Video Prod & Rep
	\$572	\$12,000
		VF Brochure Dist
		\$1,850
		Strategic Planning
		\$12,500
		Book Direct Engine
		\$5,400

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16 b)**

SUBJECT: Flagler County Tourist Development Council (TDC) Fund 110 Promotional Activities/Quality of Life Special Event Funding Allocation for Six (6) Organizations

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: On August 17, 2011 the Flagler County Tourist Development Council met for the purpose of considering applications for funding from the Fund 110 Promotional Activities/Quality of Life Special Events appropriation. The TDC received a total of 7 applications during this cycle. The TDC deliberated on the requests and recommends that the Board of County Commissioners appropriate funds as follows:

	Organization:	Event:	TDC Recommendation:	Account #:
1.	Florida Agricultural Museum, Inc.	2 nd Annual Pellicer Creek Raid: A Civil War Re-enactment	\$2,000	110-4700-559.48-31
2.	Rotary Club of Flagler Beach	Run Flagler	\$2,000	110-4700-559.48-19
3.	Community Chorus of Palm Coast	Winter Concert	\$2,000	110-4700-559.48-XX
4.	Friends of Washington Oaks Gardens State Park	Dedication Weekend	\$ 0	Not Applicable
5.	Friends of Washington Oaks Gardens State Park	Holiday in the Gardens/Tea Party with Mrs. Claus	\$2,000	110-4700-559.48-22
6.	Friends of Washington Oaks Gardens State Park	Earth Day Celebration	\$2,000	110-4700-559.48-22
7.	Flagler County Chamber Affiliate: Flagler Beach	Flagler's Holiday at the Beach	\$2,000	110-4700-559-48-XX
Totals			<u>\$12,000</u>	


FUNDING INFORMATION: In accordance with Resolution 2009-35, a total of \$12,000.00 has been included in the proposed budget for fiscal year 2011/2012, and will be available to fund Quality of Life Special Event grants in account number 110-4700-559.48-10 (Tourist Development Tax Promotional Fund, Operating Expenses/Promotional Activities). If approved, appropriate action (including but not limited to budget transfers) will be taken to move the approved amounts into the promotional activities subaccounts (as outlined above) for utilization by the organizations.

DEPT./CONTACT/PHONE #: Tourist Development/Thomas P. Klinker/313-4036

RECOMMENDATIONS: Request the Board approve the recommendation of the Flagler County Tourist Development Council for funding, in the amount of \$12,000 for the Fund 110 Promotional Activities/Quality of Life Special Events funding cycle.

ATTACHMENTS:

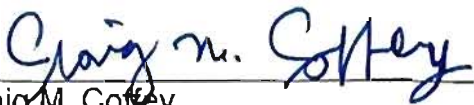
1. August 21, 2011 Draft TDC Minutes
2. TDC Funding Requests (6)



 Thomas P. Klinker, CPA, CGFO, CPFO
 Financial Services Director

 AUGUST 23, 2011

 Date



 Craig M. Coffey
 County Administrator

 24 August 2011

 Date

	Initials	Date
Deputy County Admn.	SS	8-22-11
Dept Head		
Financial Services	TJK	8/23/11
Growth Management	_____	_____
Dev Engineer	_____	_____
Legal	_____	_____
Purchasing	_____	_____

**FLAGLER COUNTY
TOURIST DEVELOPMENT COUNCIL
Flagler County Government Services Building
Board Chambers – First Floor
August 17, 2011
9:00 A.M.
Minutes**

MEETING CALLED TO ORDER BY CHAIR MILISSA HOLLAND at 9:00 A.M.

Chair Holland led the pledge to the flag and sought a moment of silence to honor those who are serving our country.

PRESENT: Chair Milissa Holland, Commissioner Steve Settle, Councilwoman Mary DiStefano, Jeff Conner, Bob DeVore, Linda Mitchell, Tom Grimes

ABSENT: Pamela Walker, Andrew Blair

1. Adoption of Minutes from the July 20, 2011 meeting.

DeVore/DiStefano. Motion to Adopt the July 20, 2011 Minutes carries unanimously.

2. Accept Financial Status Reports for Review.

DeVore/Conner. Motion to Accept Financial Status Reports for Review carries unanimously.

3. Accept monthly Flagler County Chamber Monthly Marketing Activity Report (July 2011) and current Smith Travel Research Report (June 2011) for Review.

DeVore/DiStefano. Motion to accept monthly Flagler County Chamber Marketing Activity Report (July 2011) and current Smith Travel Report (June 2011) for Review carries unanimously.

4. **Heiser Time**

Peggy Heiser – Update as to current activities of Chamber representatives.

- Review of the Chamber's survey from Flagler County's 4th of July event.
- Hosted Chamber Chat Saturday, July 13. Theme was grand opening of the Marineland Marina.
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Laura Gamba – Update on Sports Market

- Review of information packet with calendars for upcoming sports events and field locations

A discussion ensued between Chair Holland and Ms. Gamba identifying LaCrosse and Rugby as being the more profitable sports found in Ms. Gamba's research. **DeVore** – Commented that he would not limit to one sport. Possibly work with hoteliers and golfers to have an amateur golf tournament. **DiStefano** – Commented that the report does not show any soccer fields. **Gamba** – Stated the fields are used for both LaCrosse and soccer.

5. Consider a request from the Flagler Beach Historical Museum to grant **\$5,000** from **Fund 109 Capital Improvements - Non-Profit Operational Costs Grant** for operating and promotional support.

DeVore/DiStefano. Motion to grant **\$5,000** from **Fund 109 Capital Improvements - Non-Profit Operational Costs Grant** for operating and promotional support carries unanimously.

DeVore/Grimes. Motion to approve all remaining applications for \$2,000 each (except Item #9). **Conner** – Not in agreement with all applications. Discussion ensued between Chair Holland and Councilman Settle regarding the use of all funds with no balance for February meeting. **Grimes** – Questioned having a discussion about increasing the funds, perhaps revisit making adjustments on a yearly basis. **Chair Holland** - Policies are 2 years old, and amendments are not only amended by TDC but by the FCBCC. **Thomas P. Klinker, Financial Services Director** – Verified that the policies were adopted in July 2009. This is the first time the funds may be exhausted at the beginning of the year. Decision made to discuss each item.

6. Consider a request from the Florida Agricultural Museum, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for 2nd Annual Pellicer Creek Raid: A Civil War Re-enactment to be held October 14, 15, & 16, 2011.

DeVore/DiStefano. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for 2nd Annual Pellicer Creek Raid: A Civil War Re-enactment to be held October 14, 15, & 16, 2011 carries unanimously.

7. Consider a request from the Rotary Club of Flagler Beach to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Run Flagler to be held October 22, 2011.

DiStefano/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Run Flagler to be held October 22, 2011 carries unanimously.

8. Consider a request from the Community Chorus of Palm Coast to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Winter Concert to be held January 15, 2012.

Grimes/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Winter Concert to be held January 15, 2012 passes with Mr. Conner voting against the motion.

9. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Washington Oaks Dedication Weekend to be held November 11-13, 2011.

Chair Holland – Pre-meeting checklist was not performed with Ms. Heiser for this event. Application does not follow policy and will not be allowed at this time.

10. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Holiday in the Gardens/Tea Party with Mrs. Claus to be held December 10, 2011.

DiStefano/Grimes. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Holiday in the Gardens/Tea Party with Mrs. Claus to be held December 10, 2011.

On a roll call vote, the **Motion** passes with Mr. Conner, Mr. DeVore, and Ms. Mitchell voting against the motion.

11. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Earth Day Celebration to be held April 21 and 22, 2012.

DiStefano/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Earth Day Celebration to be held April 21 and 22, 2012 carries unanimously.

12. Consider a request from Flagler County Chamber Affiliate: Flagler Beach to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Flagler's Holiday at the Beach to be held December 2 -3, 2011.

DeVore/Settle. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Flagler's Holiday at the Beach to be held December 2 -3, 2011 passes with Mr. Conner voting against the motion.

13. Review of the recommended Fund 110 proposed fiscal year 2011-2012 Budget & Marketing Campaign.

Peggy Heiser, Flagler County Chamber of Commerce - PowerPoint presentation.

DeVore – Cannot support the 10% raise for Staff & Fulfillment when city and county employees among others are receiving no raises, might support 2%. Supportive of museum and additional employee; disagrees with amount of money for Economic Impact Study and Market Research.

Mitchell – Should be realized that people are very lucky to even get a 3% increase right now.

Chair Holland – Toursim is a growing entity and wants to insure the momentum continues. Upon completion, a Strategic Plan should be assessed to strive to be better and to do more.

Conner – Referred to Volusia not revising or using their Strategic Plan and supports revision. Research shows that staff is not paid as much as other counties.

Grimes – Supports the study and research to effectively reach all customers.

Settle – Believes in increase for merit, supports the 10% increase.

Conner/DiStefano. Motion to accept Fund 110 proposed fiscal year 2011-2012 Budget & Marketing Campaign passed with Mr. DeVore voting against the motion.

14. Community Outreach

A thirty-minute time has been allocated at the end of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Board on items not on the agenda.

None

15. Board Member Commentaries

Grimes – Commented that he enjoyed the meeting because of the discussions and knows we are all looking for the best for our county and staff.

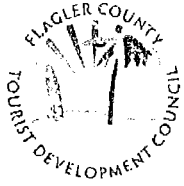
16. Adjournment.

Chair Holland. Meeting adjourned at 10:20 a.m.

RECORDING OF MEETING CAN BE ACCESSED BY THE FOLLOWING LINK:

<http://www.flaglercounty.org/index.aspx?NID=675>

If a person decides to appeal any decision made by the Tourist Development Council with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.



Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110

Fund 110 Promotional Activities - Request for Quality of Life Special Event Funding

Organization Information

Organization Name Florida Agricultural Museum, Inc.

Contact Person Mary K. Herron

Email Address mherron@myagmuseum.com

Mailing Address 7900 Old Kings Road, Palm Coast, Florida 32137

Phone (386) 446-7630 Fax (386) 446-7631

Registered as a non-profit corporation? Yes No

Event Description

The maximum award an organization can receive for a "Quality of Life" Special Event Grant Application is \$2,000.

Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documented in the final event report.

Event Name The Pellicer Creek Raid: A Civil War Re-enactment

Event Dates October 14, 15, & 16, 2011

What is the total budget amount for the Event? \$ 7,192.⁰⁰

***Event budget must be submitted together with this application.**

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

The Pellicer Creek Raid is an unusual event which attracts many out of County visitors. In 2010, the event was attended by almost 1,200 spectators and 150 re-enactors. The participants demonstrated military life on and off the battlefield in Florida circa 1864. This year's event will include a Friday school day, vendors of historic goods, a period band, lecturers, and troops representing the Northern and Southern armies of the Civil War. The program will commemorate the 150th anniversary of the beginning of the Civil War and is expected to draw visitors and participants from around Florida and the Southeast.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

The event will be marketed in the St. Augustine Record, the Daytona Beach News Journal, Civil War News, WNZF & WJCT radio, various online calendars, banners, and event flyers distributed to visitor information centers and the Flagler County Chamber of Commerce. Press releases will be sent to other media outlets and historical societies around the State.

***Please provide a line item marketing campaign.**

How will you demonstrate a willingness to work with the tourism industry?

The Museum will distribute event flyers and Museum brochures to Flagler County lodging establishments and attraction on the list provided to us by the staff of the Flagler County Chamber of Commerce. Furthermore, the Museum already has an established relationship with Palm Coast Hampton Inn & Suites, Holiday Inn Express, and the Best Western.

Please provide evidence as to how the event will be self-funded in subsequent years.

The event staged in 2010 was entirely self-funded. As stated, it drew 1,200 visitors and 150 re-enactors. The Museum is applying for grant funding to increase the scope of the event and to purchase more advertisement for the program. Admission will be charged and vendor fees collected.

Soundness of Proposed Event

Clearly identify the event's objectives.

The Museum will present a fun and educational event suitable for all age groups. Visitors will meet folks from Florida's Civil War-Era past including infantry, cavalry, artillery troops. Re-enactors representing civilians, medical personnel, and sutlers will also participate. Friday, October 14th, is reserved for school groups who will become familiar with medical practices common in 1864, military camp life, and cannon demonstrations. On Saturday and Sunday, cavalry, infantry, & artillery troops will stage battles at 1 o'clock. Historic camps will be open to the public when the participants are not "fighting". Lectures will be given on Saturday and Sunday along with performances by

What is the timetable for implementation of the event?

The event will take place on the Museum grounds on Friday, Saturday, and Sunday, October 14, 15, & 16th from 10 am - 5pm.

What additional funding sources will be utilized?

Efforts are already underway to secure additional funding from individual and corporate entities.

How do you intend to accomplish your slated objectives?

The Museum presented this event during 2010 to very enthusiastic audiences. We will follow the same basic guidelines as we did last year. Those resulted in a widely popular reception by visitors and residents alike.

Stability and Management Capacity - The Completed application must include:

➤ A proven record or demonstrated capabilities of the organization to develop resources, effectively plan, organize and implement the proposed event.

➤ Documentation that the organization has a successful history of service in and to Flagler County.

➤ Confirmation of organization representatives and proof that the organization approved the application for special event grant funds.

➤ Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the Tourist Development Council.

Quality and Uniqueness of the Proposed Event:

The completed special event application form must include documentation of the extent to which the event provides a program for Flagler County visitors and its residents which is of significant merit and that, without such assistance, would not take place in the County.

What added value can the event create to a visitors stay?

Visitors who attended the event in 2010 found it an unusual and entertaining addition to their time spent in Flagler County. This is based on comments made by both visitors and participants provided during and after the program. 2011 marks the 150th anniversary of the beginning of the Civil War. The Museum plans to re-create a memorable program about a critical period in American history and Florida's heritage.

What incremental economic activity is stimulated through the quality of the visitor experience?

According to last year's visitors, they enjoyed other Flagler County attractions including Washington Oaks, Princess Place Preserve, and Marineland along with various dining and lodging establishments.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

The three day event will include a wide variety of activities and encourage visitors to extend their stays. This will result in increased spending on food, lodging, and other recreational activities.

Advertising Requirements

Twenty-five (25%) of the funds awarded to quality of life special event grant recipients shall be used for advertising and promotion.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event.

What is your strategy for marketing and advertising?

The Museum will promote the event through paid print and radio media, will post the event on various online community calendars, and Museum web-site. Museum volunteers will distribute flyers and posters at food and lodging facilities.

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County Chamber of Commerce for distribution for the event.

Funding

How much gross income is intended to be collected from this event? ~ \$12,000.00

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt
2009	Florida's Black Cowboys	\$5,000	\$5,000	\$7,035.95
2010	Walk Back In Time	\$2,000	\$2,000	\$5,909.98
2011	Walk Back In Time	\$2,000	\$2,000	\$4,262.23

Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110

Fund 110 Promotional Activities - Request for Quality of Life Special Event Funding

Organization Information

Organization Name Rotary Club of Flagler Beach
Contact Person Tim O'Donnell, President
Email Address tim@fchomehelpers.com
Mailing Address PO Box 2005, Flagler Beach, FL 32136
Phone (386) 986-6416 Fax _____
Registered as a non-profit corporation? Yes No

Event Description

The maximum award an organization can receive for a "Quality of Life" Special Event Grant Application is \$2,000.

Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documented in the final event report.

Event Name Run Flagler
Event Dates Saturday, October 22, 2011

What is the total budget amount for the Event? \$ 4,025.00

***Event budget must be submitted together with this application.**

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

Runners travel all over the state of Florida to participate in competitive 5K events. Many events have several hundred participants. By advertising outside of Flagler County we will reach many runners. We have scheduled our event for the evening so runners can stay over and enjoy a Sunday at the beach after running in our event on Saturday evening.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

We will contact hundreds of running clubs throughout the state of Florida. We will bring flyers to other events and advertise on websites for other Running Events. We have established an email list to do email blasts to participants of other events in Flagler County. We have budgeted \$1000 for radio and print advertisements. Our presenting sponsor is the Palm Coast Observer. They will handle our in county advertising so we can focus on out of county.

***Please provide a line item marketing campaign.**

How will you demonstrate a willingness to work with the tourism industry?

We will partner with the Hilton Garden Inn and the Topez Motel to offer a RunFlagler package to offer runners and incentive to spend the night in Flagler County. Because the event is being held in Flagler Beach we will patronize a local restaurant for the "after party".

Please provide evidence as to how the event will be self-funded in subsequent years.

The Rotary Club of Flagler Beach has an operating account that will fund this event in subsequent years. The TDC grant allows the Rotary Club of Flagler Beach the opportunity to offset some of our expenses so we can net more profit from the event and in the end give back to Flagler County in other service areas like food, scholarships, Christmas toys and bicycles, dictionaries and funding for many organizations in our county.

Soundness of Proposed Event

Clearly identify the event's objectives.

The objective of the Run Flagler event is to raise funds for the Rotary Club of Flagler Beach. Cycle Flagler is an annual event in the Spring of each year, Run Flagler will be a complimenting Fall event each year.

What is the timetable for implementation of the event?

See attached timetable.

What additional funding sources will be utilized?

At our earlier event this Spring, Cycle Flagler, we offered dual sponsorships. We raised \$4,200 in sponsorships. That money will be seed money for this event.

How do you intend to accomplish your slated objectives?

We have formed a committee of Rotarians and are meeting every other week. We have partnered with a 5K marketing company that is giving us advice. We have proven event planning skills from holding our Cycle Flagler event for the past 8 years. We will be permitted to hold the event in Flagler Beach and will have City support.

Stability and Management Capacity - The Completed application must include:

- A proven record or demonstrated capabilities of the organization to develop resources, effectively plan, organize and implement the proposed event.
- Documentation that the organization has a successful history of service in and to Flagler County.
- Confirmation of organization representatives and proof that the organization approved the application for special event grant funds.
- Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the Tourist Development Council.

Quality and Uniqueness of the Proposed Event:

The completed special event application form must include documentation of the extent to which the event provides a program for Flagler County visitors and its residents which is of significant merit and that, without such assistance, would not take place in the County.

What added value can the event create to a visitors stay?

This is an outdoor activity. Our event will be held beachside. Many visitors will see the participants and have an opportunity to participate with day of event registration starting at 3PM.

What incremental economic activity is stimulated through the quality of the visitor experience?

Our visitors are health conscious. They will be provided with a list of other activities in Flagler County when they register on line. Our registration acknowledgement will include the website for visitflagler.org. Participants in this event will most likely range from 20 - 40 years old and both men and women will participate.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

The event is being held form 3p - 6p with an after party immediately following the 5K, 1mile walk. Participants will be invited to a local restaurant for the after party. On line registration will offer a couple of hotel specials for them to stay the night in Flagler County.

Advertising Requirements

Twenty-five (25%) of the funds awarded to quality of life special event grant recipients shall be used for advertising and promotion.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event.

What is your strategy for marketing and advertising?

A press release will go out to all local media distribution list provided by the TDC. We will pay for radio and newspaper ads outside of Flagler County. We will attend other 5K events and give out flyers for our event. We have set up a website for event information and registration. We have sent registration forms to Running clubs in Florida.

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County Chamber of Commerce for distribution for the event.

Funding

How much gross income is intended to be collected from this event? \$8050

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt

Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.)

Rue & Zifra, Craig Flagler Palms, Preferred Management, Visiting Angels, The Windsor, Intracoastal Bank, Realty Exchange, Coast Title, The Palm Coast Observer, FPL, Florida Hospital Flagler, Haven Hospice, Helm Financial, the Rotary Club of Flagler Beach

Event History

How many years has this event taken place? This is the inaugural

I, the Applicant or Authorized Agent of the organization requesting TDC funds have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all guidelines as provided in the Flagler County Tourism Grant Guidelines.

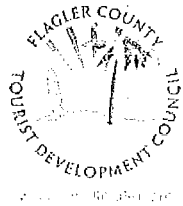
[Signature] 7/20/11
Authorized Agent Signature **Date**

Print Name: Timothy J. O'Donoghue II
Title: President

I, the Applicant or Authorized Agent of the organization requesting TDC funds, acknowledge that I have reviewed and understand the advertising requirements for quality of life special event grants. Additionally, I understand that failure to comply with these advertising requirements will result in relinquishment of the special event grant funding.

[Signature] 7/20/11
Authorized Agent Signature **Date**

Print Name: Timothy J. O'Donoghue II
Title: President



Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110

Fund 110 Promotional Activities - Request for Quality of Life Special Event Funding

Organization Information

Organization Name Community Chorus of Palm Coast

Contact Person Mary Giraulo

Email Address maryg3@live.com

Mailing Address 156 Florida Park Drive, Palm Coast, FL 32137

Phone (386) 316-4572 Fax _____

Registered as a non-profit corporation? Yes No

Event Description

The maximum award an organization can receive for a "Quality of Life" Special Event Grant Application is \$2,000.

Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documented in the final event report.

Event Name Winter Concert

Event Dates January 15, 2012

What is the total budget amount for the Event? \$ \$4,038.00

***Event budget must be submitted together with this application.**

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

Please see attached narrative pages, which answer these questions in order.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

Please see attached narrative pages, which answer these questions in order.

***Please provide a line item marketing campaign.**

How will you demonstrate a willingness to work with the tourism industry?

Please see attached narrative pages, which answer these questions in order.

Please provide evidence as to how the event will be self-funded in subsequent years.

Please see attached narrative pages, which answer these questions in order.

Soundness of Proposed Event

Clearly identify the event's objectives.

Please see attached narrative pages, which answer these questions in order.

What is the timetable for implementation of the event?

Please see attached narrative pages, which answer these questions in order.

What additional funding sources will be utilized?

Please see attached narrative pages, which answer these questions in order.

How do you intend to accomplish your slated objectives?

Please see attached narrative pages, which answer these questions in order.

Stability and Management Capacity - The Completed application must include:

➤ A proven record or demonstrated capabilities of the organization to develop resources, effectively plan, organize and implement the proposed event.

➤ Documentation that the organization has a successful history of service in and to Flagler County.

➤ Confirmation of organization representatives and proof that the organization approved the applicatoin for special event grant funds.

➤ Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the Tourist Development Council.

Quality and Uniqueness of the Proposed Event:

The completed special event application form must include documentation of the extent to which the event provides a program for Flagler County visitors and its residents which is of significant merit and that, without such assistance, would not take place in the County.

What added value can the event create to a visitors stay?

Please see attached narrative pages, which answer these questions in order.

What incremental economic activity is stimulated through the quality of the visitor experience?

Please see attached narrative pages, which answer these questions in order.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

Please see attached narrative pages, which answer these questions in order.

Advertising Requirements

Twenty-five (25%) of the funds awarded to quality of life special event grant recipients shall be used for advertising and promotion.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event.

What is your strategy for marketing and advertising?

Please see attached narrative pages, which answer these questions in order.

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County Chamber of Commerce for distribution for the event.

Funding

How much gross income is intended to be collected from this event? \$4,038.00

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt
	(no past TDC funding)			

Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.)

Please see attached narrative pages, which answer these questions in order.

Event History

How many years has this event taken place? 1

I, the Applicant or Authorized Agent of the organization requesting TDC funds have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all guidelines as provided in the Flagler County Tourism Grant Guidelines.

Triscilla Cahill 7/22/2011
Authorized Agent Signature **Date**
Print Name: TRISCILLA CAHILL
Title: PRESIDENT

I, the Applicant or Authorized Agent of the organization requesting TDC funds, acknowledge that I have reviewed and understand the advertising requirements for quality of life special event grants. Additionally, I understand that failure to comply with these advertising requirements will result in relinquishment of the special event grant funding.

Triscilla Cahill 7/22/2011
Authorized Agent Signature **Date**
Print Name: TRISCILLA CAHILL
Title: PRESIDENT

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

According to the Travel Industry Association of America TravelScope survey 2003, nearly 118.1 million American adults included cultural activities while traveling in 2002. Compared to the average American traveler, cultural tourists spend more money and stay longer on their vacations. The Community Chorus of Palm Coast will seek to attract some of these cultural tourists to Flagler County through our January concert. We have selected two markets in particular, Gainesville and Jacksonville, in addition to our regular promotions to Flagler, Volusia and St. Johns counties.

Flagler Beach is a big weekend destination for Gainesville residents, so we have decided to specifically target Gainesville residents through an ad in the Gainesville Sun.

See support item #3, an article from the Gainesville Sun referencing the First Coast as a destination.

We will target Jacksonville residents by advertising in the Folio Weekly, an entertainment magazine, and promoting through a Jacksonville choral group's Facebook page (the Don Thompson Chorale), thereby targeting the individuals most likely to travel for choral music.

We will also approach other Flagler County cultural venues, to see if there is an opportunity for a joint ad that would promote a Saturday or Monday event (or open hours) alongside our Sunday concert. That would have the benefit of encouraging an overnight stay.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

The marketing committee has compiled a comprehensive list of contacts for print ads, radio broadcasts, press release outlets, event calendars, flyer locations and social media. We will also add the Chamber's list of media contacts. We already send publicity to Volusia and St. Johns media, and will be expanding to Gainesville and Jacksonville area media with this grant request.

See support item #2 (Budget) for our line item marketing campaign, and support item #4 (Publicity) for a list of other marketing plans, including calendars (print, radio, TV, online), flyers and social media.

These outlets have been used with great success for the past two concerts, resulting in a full house of attendees. As we increase our number of performances over the next season, we will continue to use these marketing methods to build our audience further. At each concert, we survey our audience to find out which marketing methods were the most effective, and direct our marketing dollars accordingly.

See support item #5, survey results from our last two concerts.

How will you demonstrate a willingness to work with the tourism industry?

Now that we have met with the Chamber staff to learn about all of the ways they promote local events (what a great resource!), we will be sure to provide all of our event info for the year so they can blast it out on their websites and newsletters. We will use the Chamber's list of hotel partners to begin building relationships; we will start by providing a flyer to the closest hotels and asking them how we can help drive traffic in the future. We plan to ask local restaurants for coupons for the day of the concert, to encourage the audience to dine out afterwards.

We will present a table in the lobby at the concert with brochures from the Chamber about local hotels, tourism, and other arts events. Ushers will survey attendees. There will be a brief curtain speech asking those attendees who haven't already to fill out a survey as they leave.

Please provide evidence as to how the event will be self-funded in subsequent years.

This past year was the chorus's first year. Over the next few years, as we build our audience reach, we will increase revenue in several ways: by doing more than one performance of each concert, pursuing larger corporate sponsors, charging a small ticket fee, and so on.

Clearly identify the event's objectives.

1. To provide a quality concert for residents and visitors, and raise awareness of Flagler County as a cultural destination. In our first year, the Community Chorus of Palm Coast served more than 978 residents and visitors to Flagler County, through two main concerts and two outreach concerts. Our mailing list currently reaches 147 people, including a few visitors from Jacksonville, Ponte Vedra Beach, St. Augustine, Ormond Beach, Merritt Island, and Apopka. The word is just starting to get out about the Community Chorus of Palm Coast. This year we will further increase our audience reach and add to our mailing list.
2. To benefit Flagler County by bringing in cultural tourists. The Americans for the Arts Economic Impact Calculator estimates the 2010-11 economic impact of the Community Chorus of Palm Coast and its audiences at \$30,827, supporting 0.9 FTE jobs, \$14,691 of household income, \$1,176 of local govt revenue, and \$1,369 of state govt revenue. For the January 2012 concert, we will increase our impact on the local economy by reaching out to surrounding counties through the Quality of Life Special Event Grant, resulting in additional revenue for local businesses.
3. To build marketing relationships with local and regional cultural, business, and media partners, and market to new target markets. As explained in this grant application, we will seek discount and advertising collaborations with restaurants and cultural venues, and will work with the Chamber / Visit Flagler to promote the event to out-of-county visitors, and Gainesville and Jacksonville residents in particular.

What is the timetable for implementation of the event?

October – January – rehearsals; secure and confirm sponsorships
December – flyers to hotels; coupons from restaurants, email blast, Facebook (CCPC & DT Chorale)
Early January – press releases, ads, direct mail; print concert programs with sponsor/grant recognition
Jan 15 – concert, with surveys collected from attendees
Late January – review survey results and attendance to evaluate overall success
By March 15 – report to TDC, including survey results and publicity samples

What additional funding sources will be utilized?

Each concert brings in corporate sponsorships and individual donations. Trinity Presbyterian Church provides in-kind venue for rehearsals and concerts.

How do you intend to accomplish your slated objectives?

See support items #6-9 for a letter from the board president, bios of board officers, bio of chorus director, and resume of grant writer.

The chorus and board are committed to providing quality musical experiences to Flagler County. In the 2010-11 year, the board donated more than 813 volunteer hours through board meetings, outside work, and committee meetings. The 54 chorus members donated 3,942 hours in rehearsals and concerts, and 10-12 ushers per concert provided 66 volunteer hours. With the devotion and combined expertise of the board, chorus and volunteers, we will be able to accomplish the objectives.

What added value can the event create to a visitors stay?

The winter concert of the Community Chorus of Palm Coast will offer an opportunity for new audiences to become familiar with choral music. The choral selections will be accessible to a general audience; the music we perform is a mix of musical periods, from traditional works to Broadway tunes, providing something for everyone.

What incremental economic activity is stimulated through the quality of the visitor experience?

A concertgoer will emerge from a two-hour concert refreshed in spirit but famished in body... ready to take advantage of the local restaurants. (Besides the fact that a good concert stimulates discussion that is best enjoyed over a meal.) We will seek coupons from local restaurants for the day of the concert to encourage attendees to extend their evening's entertainment rather than starting the drive home.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

As mentioned earlier, we will seek opportunities to jointly advertise with a museum or other venue for a Saturday event, to encourage attendees to "make a weekend of it," or for the following Monday for those who are extending their stay. It is our hope that the attendees of our concert will stick around to take advantage of local hotels, restaurants and shopping.

What is your strategy for marketing and advertising?

See question above, "How will the event be marketed to the fullest extent possible in an effective and efficient manner?" for a discussion of our marketing and advertising strategy. *Also see support item #2 (Budget) for our line item marketing campaign, and support item #4 (Publicity) for a list of other marketing plans, including calendars (print, radio, TV, online), flyers and social media.* The TDC logo and Visit Flagler website will be included in all advertising and communications regarding the event.

How much gross income is intended to be collected from this event?

We will be able to cover the costs of the event through the grant funding, corporate sponsorships of approximately \$638 (these have ranged from \$400-\$800 for past concerts), and individual donations of approximately \$1,400 (past concert attendees donating \$1,250-\$1,710 per concert). Any shortfall from sponsorships or donations can be covered with chorus member dues.

Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.)

For last season's concerts, we obtained sponsorships from diverse businesses around Palm Coast, including: The Observer, Palm Coast Heating, Florida Oral & Facial, U-Name It Apparel, Outback Steakhouse, Class A Graphics, Coffee News, Hancock Bank, Pack Rat Pack & Ship, Mis Amores Restaurant, Travel Leaders, Intracostal Bank, Eye Style Optical, Wellness One Chiropractic, Pretty in the City, Flagler/Palm Coast Kiwanis, and Palm Coast Ford. We received \$1,250-\$1,710 per concert in individual donations.

Formal fundraising for the January concert will begin in October, but we are sure that many of the same sponsors will step up to support local culture again. We will continue to ask for individual donations at the January concert in lieu of a ticket price.

Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110



Fund 110 Promotional Activities - Request for Quality of Life Special Event Funding

Organization Information

Organization Name Friends of Washington Oaks Gardens State Park, Inc.
Contact Person Don Denby, Vice President
Email Address denbybusiness@cfl.rr.com
Mailing Address 6400 N. Oceanshore Blvd., Palm Coast, FL 32137
Phone (386) 446-6783 Fax (386) 446-6781
Registered as a non-profit corporation? Yes No

Event Description

The maximum award an organization can receive for a "Quality of Life" Special Event Grant Application is \$2,000.

Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documented in the final event report.

Event Name Holiday in the Gardens/ Tea Party with Mrs. Claus
Event Dates December 10, 2011

What is the total budget amount for the Event? \$ 2,800.00

***Event budget must be submitted together with this application.** Attachment A

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

This event attracts out of county visitors by providing families an opportunity to enjoy the majestic Gardens and Park decorated for the Holiday Season. Children can participate in the Holidays Around the World Playground featuring games of Christmas, Hanukkah, Kwanzaa, and Winter Solstice and receive a Holiday Passport when they complete the tour. There will be a gingerbread contest for all ages, and shopping for Holiday Gifts with numerous artisans. There will be a Friends Plant Sale and live holiday entertainment throughout the day. This is an attractive event for families to come and stay overnight while being entertained for an entire day at a low cost. The Tea Party provides

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

Advertising will be placed in the News Journal covering Volusia County, and the St. Augustine Record in St. John's. Locally we will advertise with a large 3 foot by 4 foot sign placed in front of the park. Local efforts will also include placement of posters at community bulletin boards and at local Flagler and St. John's County Schools. The Friends will advertise through their newsletter and on the web. E-mail notifications will be sent out to existing databases to promote the event, and we will send it out to all the media contacts on our lists. We will post the event on the

***Please provide a line item marketing campaign.** Attachment C Cost on Attachment B

How will you demonstrate a willingness to work with the tourism industry?

We will include the Flagler County Tourism Development Council logo on all advertisements. We will make sure to recognize the Flagler County TDC as a contributor to the event on event publications. We will encourage guests to stay over night at local hotels and eat out at local restaurants after the event.

Please provide evidence as to how the event will be self-funded in subsequent years.

The event can be self funded for local residents, but cannot support advertising to attract out of county visitors.

Soundness of Proposed Event

Clearly identify the event's objectives.

The objective of Holiday in the Gardens is to provide park visitors with a unique Holiday experience, enrich the cultural diversity of Holiday Celebrations around the World and share in the Holiday Spirit.

What is the timetable for implementation of the event?

Holiday in the Gardens at Washington Oaks Gardens State Park will be held from 10 am-4 pm on Saturday the 10th of December 2011.

What additional funding sources will be utilized?

The Friends of Washington Oaks, Inc will supplement costs associated with the event. The Friends will solicit donations from individuals and local businesses to help with event costs and chance drawing prizes.

How do you intend to accomplish your slated objectives?

We will accomplish our objectives by providing a festive and wholesome environment for families and friends to share the holiday spirit.

Stability and Management Capacity - The Completed application must include:

- A proven record or demonstrated capabilities of the organization to develop resources, effectively plan, organize and implement the proposed event. Attachment D
- Documentation that the organization has a successful history of service in and to Flagler County. Attachment E
- Confirmation of organization representatives and proof that the organization approved the applicatoin for special event grant funds. Attachment F
- Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the Tourist Development Council. Attachment G

Quality and Uniqueness of the Proposed Event:

The completed special event application form must include documentation of the extent to which the event provides a program for Flagler County visitors and its residents which is of significant merit and that, without such assistance, would not take place in the County.

What added value can the event create to a visitors stay?

Visitors can always come to Washington Oaks Gardens State Park but the Holiday in the Gardens creates a unique experience for guests and lures them to Flagler County. With activities that will fill their day from 10am-4pm visitors are very attracted to an economical opportunity to have a whole days entertainment at low cost, saving money for other county activities and staying over night.

What incremental economic activity is stimulated through the quality of the visitor experience?

We have an estimated 1,000 visitors anticipated to come to this event which can highly benefit the tourism industry of Flagler County. 1,000 visitors coming in means a lot of added economic stimulus for our county. After the event we give visitors a desire to make a return visit to Washington Oaks Gardens State Park and Flagler County to attend.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

Cont. on Attachment B

Visitors are encouraged to extend their stay by realizing what a gem Flagler County is after they visit Washington Oaks Gardens State Park. Visitor's not only come to the park for the event but they are coming to this county to spend their day and money. We will encourage visitors to extend their stay and see what Flagler County has to offer by having Flagler County brochures readily available.

Cont. on Attachment B

Advertising Requirements

Twenty-five (25%) of the funds awarded to quality of life special event grant recipients shall be used for advertising and promotion.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event.

What is your strategy for marketing and advertising?

Our strategy is to reach individuals and families who wish to Celebrate the Holiday Season and share the majesty of Washington Oaks. We will put an emphasis on marketing toward families and those individuals interested in a wholesome cultural experience celebrating holidays around the World.

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County Chamber of Commerce for distribution for the event.

Funding

How much gross income is intended to be collected from this event? 3,800

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt
2007	Earth Day Celebration	1,650.00	1,650.00	1,625.00
2008	Earth Day Celebration	1,800.00	1,800.00	1,800.00

Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.)

Individuals and Businesses throughout the community, Friends of Washington Oaks, and Event Sales.

Event History

How many years has this event taken place? 4

I, the Applicant or Authorized Agent of the organization requesting TDC funds have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all guidelines as provided in the Flagler County Tourism Grant Guidelines.

Donald J. Derby 7/26/11
Authorized Agent Signature **Date**
Print Name: DONALD J. DERBY
Title: VICE PRESIDENT

I, the Applicant or Authorized Agent of the organization requesting TDC funds, acknowledge that I have reviewed and understand the advertising requirements for quality of life special event grants. Additionally, I understand that failure to comply with these advertising requirements will result in relinquishment of the special event grant funding.

Donald J. Derby 7/26/11
Authorized Agent Signature **Date**
Print Name: DONALD J. DERBY
Title: VICE PRESIDENT



FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL

1769 East Moody Boulevard

Bunnell, FL 32110

386-313-4013

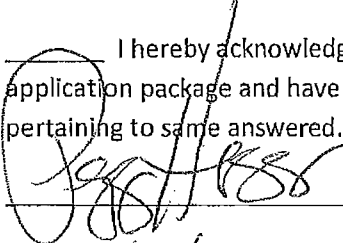
FUND 110 SPECIAL EVENTS – QUALITY OF LIFE GRANT PRE-MEETING CHECKLIST

Mandatory Consultation at least 60 days prior to submitting application with Flagler County Chamber Tourism Staff. Contact Laura Gamba, Flagler County Chamber of Commerce at 386-437-0106 x19 or email laura@flaglerchamber.org to set meeting.

Pre-Meeting Checklist

- 1. Review of Completed Grant Application
- 2. Review of Economic Impact Survey
- 3. Lodging List
- 4. Lodging Special Rate Event Form
- 5. Review of Advertising Requirements & Resources
- 6. Set Post Meeting

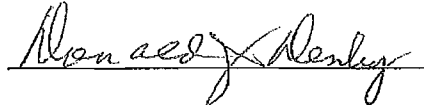
I hereby acknowledge that I have received the Fund 110 Special Events – Quality of Life Grant application package and have had all requirements and specifications explained and all questions pertaining to same answered.



Flagler County Chamber

5/18/2011

Date



Event Planner

5/18/2011

Date

Post Meeting Date / Time: Tue 1/10/2012 130P

Holiday in the Gardens/ Tea Party with Mrs. Claus
Saturday, December 10, 2011
Expense Budget

Advertising and Publicity	\$1,350.00
Youth Activities	\$500.00
Concessions	\$200.00
PA System	\$250.00
Porta Potties	\$300.00
Flagler Volunteer Services	\$100.00
Santa Photos	\$100.00
Total	<u>\$2,800.00</u>

HOLIDAY IN THE GARDENS QOL Excess Text on Grant Application:

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

This event attracts out of county visitors by providing families an opportunity to enjoy the majestic Gardens and Park decorated for the Holiday Season. Children can participate in the Holidays Around the World Playground featuring games of Christmas, Hanukkah, Kwanzaa, and Winter Solstice and receive a Holiday Passport when they complete the tour. There will be a gingerbread contest for all ages, and shopping for Holiday Gifts with numerous artisans. There will be a Friends Plant Sale and live holiday entertainment throughout the day. This is an attractive event for families to come and stay overnight while being entertained for an entire day at a low cost. The Tea Party provides children ages 5-7 an exciting opportunity to spend a morning or afternoon with Mrs. Claus while making holiday crafts, and sharing holiday spirit with others.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

Locally we will advertise with a large 3 foot by 4 foot sign placed in front of the park. Local efforts will also include placement of posters at community bulletin boards and at local Flagler and St. John's County Schools. The Friends will advertise through their newsletter and on the web. E-mail notifications will be sent out to existing databases to promote the event, and we will send it out to all the media contacts on our lists. We will post the event on the Friends Facebook page and encourage our "friends" to share the event with others.

What incremental economic activity is stimulated through the quality of the visitor experience??

We have an estimated 1,000 visitors anticipated to come to this event which can highly benefit the tourism industry of Flagler County. 1,000 visitors coming in means a lot of added economic stimulus for our county. After the event we give visitors a desire to make a return visit to Washington Oaks Gardens State Park and Flagler County to attend other events at the Park and in the surrounding area.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

Visitors are encouraged to extend their stay by realizing what a gem Flagler County is after they visit Washington Oaks Gardens State Park. Visitor's not only come to the park for the event but they are coming to this county to spend their day and money. We will encourage visitors to extend their stay and see what Flagler County has to offer by having Flagler County brochures readily available.

Holiday in the Gardens/ Tea Party with Mrs. Claus
Saturday, December 10, 2011
Marketing Campaign Proposed Budget

Daytona News Journal	\$500.00
St. Augustine Record	\$325.00
Palm Coast Observer	\$175.00
Flagler News Tribune	\$350.00
Public News Releases	\$0.00
Internet Advertising	\$0.00

Total	<u>\$1,350.00</u>
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Summary of Goal and Priorities Attachment D

July 1, 2011 - June 30, 2012

- Complete restoration of the historic greenhouse with new benches, irrigation and heating system by November 1st.
- Erect Gateway Sign for the Park and interpretive signs within the Historic District by November 1st, plus an additional interpretive sign at the "Beachside".
- Plan dedication and celebration of the completion of the first two project improvements for the Washington Oaks Historic District for November 11, 2011.
- Continue FUND promotion for construction of permanent stage, with construction to begin by February 1, 2012.
- Increase Gift Shop volunteers by 8 to allow additional "Open" days during the week.
- Increase Membership to 500, an 18% increase from 425.
- At completion of FUND Campaign, provide ADA accessible pavers from Gift Shop to Parking Lot creating a Commemorative Honor Path by providing the opportunity to engrave names on pavers with donations to the FUND.
- Work with Park Management and District Staff to return manpower to the Ranger Station Gate.
- Restock Faver-Dykes Ranger Station with new merchandise and camper sundries
- Continue monthly Second Saturday Plant Sales with added activities for October Herbs in the Gardens, February Citrus Harvest Festival and December Holiday Plants, additionally conduct plant workshops in November and May.
- Holiday activities to include sponsorship of Holiday Tea with Mrs. Claus for 5-7 year olds with crafts, stories, photos, songs and sharing with Mrs. Claus, as well as providing support for Holiday in the Gardens with sales of baked goods and refreshments, citrus, Friends merchandise, plants, Santa photos and Chance Drawings.
- Sponsor "A Day in Old Florida" at Faver-Dykes.
- Sponsor the Annual Earth Day Celebration 3rd week in April, collecting gate receipts, selling Friends baked goods and refreshments, citrus, merchandise, plants, and supporting the Kids Activities Area with sponsorship from the Flagler Kiwanis Club.
- Sponsors Kids and Adult Saltwater workshops in July.
- Continue to publish a Bi-Monthly Newsletter and maintain washingtonoaks.org and faver-dykes.org
- Sponsor the reinstatement of "Hour" pins for Park Volunteers.
- Begin planning for additional Interpretive signs in the Park, i.e. the Shell Midden, the Washington Site and other significant points of interest.



Summary of Accomplishments Attachment E

July 1, 2010 - June 30, 2011

- The Friends of Faver-Dykes were successfully integrated with the Friends of Washington Oaks with memberships, programs and accounting. The Board was expanded by two to broaden the areas of representation.
- The Friends launched a \$200,000 two year campaign for the FUND for Improvements to Washington Oaks Historic District. The FUND has gifts, grants and pledges totaling \$40,683. The restoration of the Greenhouse is currently underway. Design and construction of the Gateway Sign and Historic District Interpretive Signs are on scheduled for a fall installation. The Signage design has been approved at the State DHR and waits further funding.
- The Friends successfully sponsored an Inaugural "Concert in The Park Series" featuring Tim Rippey with over 500 attendees and netting nearly \$5,000 for the FUND.
- The State DOT will not allow Historic District Signage designation for entities other than municipalities, so consequently there will not be a Washington Oaks Historic District sign on I-95. Park Management is working with DOT to see that the prior I-95 Park Signs which were removed prior to the additions of new lanes are replaced.
- The Gift Shop generated the largest source of income during the past fiscal year, with over 30 volunteers regularly opening the shop 12 to 15 hours per week.
- On- Line Banking and E-Pay has streamlined and improved e check issuing procedures and transfers. The Finance Committee of the Board is presently re-writing the Finance Policies to reflect these current practices.
- The goal of increasing Membership to 400 was surpassed, as we recorded 425 members on June 30th, a 33 % increase.
- Second Saturday Plant Sales, Herbs in the Gardens and the Citrus Harvest Festival continue to attract a large number of participants and revenue but profits were adversely impacted by extreme cold weather and lack of a greenhouse.
- Holiday Activities included sponsorship of Holiday Tea with Mrs. Claus for 5 – 7 year olds; as well as providing support for Holiday in the Gardens, with sales of baked goods and refreshments, citrus, Friends merchandise, plants, Santa photos and Chance Drawings.
- Sponsored the 22nd Annual Earth Day Celebration 3rd week in April, collecting gate receipts, selling Friends baked goods and refreshments, citrus, merchandise, plants, and supporting the Kids Activities Area with sponsorship from the Flagler Kiwanis Club.
- Continued sponsorship of Kids and Adult Saltwater workshops in July, and added Art in the Park watercolor classes and a series of Yoga in the Park.
- Continued to publish a Bi-Monthly Newsletter and maintained washingtonoaks.org. and faver-dykes.org

Friends of Washington Oaks Gardens State Park, Inc.

July 19, 2011

Board of Directors Meeting

Minutes

Bob Bouck called to order at 9:45 AM at the Visitor Center

Directors Present: President Bob Bouck, Vice President Don Denby, Secretary Suzy Iaconis, Treasurer Ingrid Elmorsi, Liz Morrison, Sandra Barrett, Cecile Giguere, Bill Reardon and Frank Quinn

Directors absent: Diane Johnson and Lucy Crowley

Advisors Present: Park Specialist Melissa Kafel, Park Program Development Specialist-D3 Aggie Armstrong and Lisa Schafer, AmeriCorps-D3

Guests Present: none

Approval of Minutes from May 10, 2011:

Don made a motion to approve the minutes with corrections from May 10 and Frank seconded. Motion carried.

Treasurer's report-Ingrid Elmorsi:

Ingrid and Bob have added income and expense reporting by event which will help in Tax reporting. Gift shop income is excellent. Great job Bill! Treasurer's report accepted as presented.

Membership Report-Sandy Barrett:

We have 26 new members and 45 renewals. We currently have 420 members and 244 memberships, and 11 were dropped. The Gift Shop and Gift Shop discount is helping in our membership gain as is the 2nd Saturday plant sale. Our goal for the year of 400 has been reached and surpassed. Congratulations! Bob inquired if we should separate donation dollars above a family membership into a different category in the budget. Aggie will check for us.

Fund for Improvements to Washington Oaks Historic District,-Don Denby:

See attached minutes from July 12th FUND meeting.

Restoration of Greenhouse- Have sufficient funds to complete without additional grants.

*Gateway Signage-*The grant for \$21,500 and the TDC grant will be \$5000

*Permanent Stage-*Bob and Don are working with the county for assistance in building the stage. We would like to have gold shovel ground –breaking at the 11-11-11 event.

Concert in the Park- A 3 day event celebrating the completion of the signage project, greenhouse restoration, plant sale and orchid demonstration and Tim Rippey Concert. Don is looking for Chairpersons.

Don and Bob are pursuing 3 TDC "Quality of Life Awards" with the board's approval.

1. A matching \$2000 Grant for the 11-11-11 Veterans Day Celebration. Don Denby made a motion to pursue this grant and Frank Quinn seconded. The motion carried.
2. A matching \$1000 Grant for our December event Holiday in the Gardens and Tea Party. Frank Quinn made a motion to pursue this grant and Don Denby seconded. The motion carried.
3. A matching \$2000 Grant for our Earth Day Celebration. Sandy Barrett made a motion to pursue this grant and Suzy Iaconis seconded. The motion carried.

4. A motion was made by Cecile Giguere to have Don Denby continue to be the organization representative for these grant projects and Ingrid Elmorsi seconded. The motion carried.

Summary of Friend Accomplishments for 2010-2011 for Approval, Bob Bouck:

See attached. Great Job. Add Kayak tours and website improvement.

Friends Goals and Priorities for 2010-2011 for Approval, Bob Bouck:

See attached. Add Kayak tours to goals. Bob asked the board to spend \$500 to purchase hour pins to present to volunteers as they achieve volunteer hours. Frank made a motion to approve, Sandy seconded. Motion carried.

Finance Committee Report, Don Denby:

2011-2012 Budget Proposal for approval-see attached. Cecile made a motion to approve the approved budget, Frank seconded. The motion carried.

Financial Policies for approval-see attached. Cecile updated our current financial policy to describe procedures that changed by on-line banking and our accounting changes. Aggie will review for possible use by the state. Great Job Cecile! Suzy made a motion to approve the updated Financial Policy. Ingrid seconded. The motion carried.

Washington Administration, Park Management, Melissa Kafel:

Staffing of ranger station-Staffing down at park, should be staffed by September and will revisit at that time. Could use Friends volunteers.

Camping at Washington Oaks-Still on the table. Other parks had public resistance. Melissa will write an article for the Newsletter about camping at Faver-Dykes.

Melissa reminded us to have the volunteers be polite when charging Friends for fund raising events. Should we? Frank Quinn made a motion that we do charge Friends that are not volunteering at that event the fee for admission. Cecile seconded. Will publicize in Newsletter and Web-site.

Approval for Celebration, Dedication 11-11, 12, 13, 2011:

Don will coordinate events and needs individual chairs for the 3 day event. There will be a meeting in August. If interested contact Melissa. Cecile made a motion to approve the plans for the event. Don seconded. Motion carried.,

Salt Water Fishing Report, Melissa Kafel:

More adults than kids have signed up. It begins this week

New Business

Newsletter, Lucy Crowley:

Waiting on 1 article and then it is ready to go.

Other:

Frank stated we had over 5600 hits on the web-site from all different countries. 300+ friends on facebook. Wow! Great Job Frank and Melissa.

Next meeting-September 13th @9:30

Adjourn:

Meeting adjourned at 11:55 AM.
Respectfully submitted,
Suzy Iaconis
Secretary

Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the TDC:

In 2004, the Friends of Washington Oaks completed a grant project for \$45,000 + from the State of Florida Partner in Parks Grant Program for renovation of the Visitor's Center.

In 2007, the Friends of Washington Oaks completed a grant project with the Flagler TDC for an amount of \$1625.00.

In 2008, the Friends of Washington Oaks completed a grant project with the Flagler TDC in the amount of \$1800.00.

In 2009, the Friends of Washington Oaks completed a matching grant project for \$800 with the Florida Park Service District 3.

The projects have been completed and reimbursements have been received for the above projects. All paperwork was filled out properly in order to receive the reimbursements. The Friends of Washington Oaks are committed to the proper preparation of all necessary reports.

Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110



Fund 110 Promotional Activities - Request for Quality of Life Special Event Funding

Organization Information

Organization Name Friends of Washington Oaks Gardens State Park, Inc.
Contact Person Don Denby, Vice President
Email Address denbybusiness@cfl.rr.com
Mailing Address 6400 N. Oceanshore Blvd., Palm Coast, FL 32137
Phone (386) 446-6783 Fax (386) 446-6781

Registered as a non-profit corporation? Yes No

Event Description

The maximum award an organization can receive for a "Quality of Life" Special Event Grant Application is \$2,000.

Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documented in the final event report.

Event Name Earth Day Celebration
Event Dates April 21st + 22nd 2012

What is the total budget amount for the Event? \$ 7,550.00

***Event budget must be submitted together with this application.** Attachment A

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

This event provides families and friends a chance to Celebrate Earth Day and to enjoy the majesty of Washington Oaks Gardens State park. The Youth Activity Area is a known asset to the event that provides a free, fun learning experience for children. Children can participate in environmental arts and crafts activities and various games. There is face painting, music, and games for the children to enjoy while they learn about recycling and other environmental topics. This is an affordable event for the whole family to enjoy. Families can save money on event costs to use on hotel or campground stays. Adults can enjoy the numerous environmental exhibits. the "green"

How will the event be marketed to the fullest extent possible in an effective and efficient manner? ^{Cont on} Attachment B

Advertising will be placed in the News Journal covering Volusia County, the St. Augustine Record in St. John's, the Jacksonville Times Union, and the Gainesville Sun. Locally we will advertise with 6 large three foot by four foot signs that will be placed throughout Flagler and St. John's County. Local efforts will also include placement of posters at community bulletin boards and at local Flagler and St. John's County Schools. The Friends will send out a post card ^{Cont on} Attachment B
mail out advertisement to past Earth Day Attendees and will also advertise through their newsletter. E-mail

***Please provide a line item marketing campaign.** Attachment C

How will you demonstrate a willingness to work with the tourism industry?

We will include the Flagler County Tourism Development Council logo on all advertisements. We will make sure to recognize the Flagler County TDC as a contributor to the event on all event publications. We will encourage guests to stay over night at local hotels and eat out at local restaurants after the event. We will also ask that the Flagler TDC set up a booth at the Earth Day Celebration to promote tourism.

Please provide evidence as to how the event will be self-funded in subsequent years.

The event can be self funded for local residents, but cannot support advertising to attract out of county visitors. This event has been going on 22 years and it has a great following from our local area but we need to increase our out of town visitors to the event.

Soundness of Proposed Event

Clearly identify the event's objectives.

The objective of our Earth Day Celebration is to educate the public about the environment and encourage local businesses and organizations to share their environmental goals. Another objective is to allow visitors to celebrate Earth Day in the majestic setting of Washington Oaks Gardens State Park and provide them with a unique experience while enriching their appreciation for the past, present, and future of the Earth we all share.

What is the timetable for implementation of the event?

Earth Day Celebration at Washington Oaks Gardens State Park will be held from 10:00 am to 4:00 pm on Saturday and Sunday the 21st and 22nd of April, 2012.

What additional funding sources will be utilized?

The Friends of Washington Oaks, Inc will supplement costs associated with the event. The Friends will solicit donations from local businesses and individuals to help with event costs and raffle prizes.

How do you intend to accomplish your slated objectives?

To accomplish our objectives we will have over 20 environmental booths to educate the public, an environmental youth section, and demonstrations on environmental topics while providing a festive and wholesome environment for families and friends to celebrate Earth Day.

Stability and Management Capacity - The Completed application must include:

- A proven record or demonstrated capabilities of the organization to develop resources, effectively plan, organize and implement the proposed event. Attachment D
- Documentation that the organization has a successful history of service in and to Flagler County. Attachment E
- Confirmation of organization representatives and proof that the organization approved the application for special event grant funds. Attachment F
- Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the Tourist Development Council. Attachment G

Quality and Uniqueness of the Proposed Event:

The completed special event application form must include documentation of the extent to which the event provides a program for Flagler County visitors and its residents which is of significant merit and that, without such assistance, would not take place in the County.

What added value can the event create to a visitors stay?

Visitors can always come to Washington Oaks Gardens State Park but the Earth Day Celebration is a two day event and a destination for families to come and visit this county. With activities that will fill their days from 10 am-4 pm visitors are very attracted to a economical opportunity to have fun while increasing their awareness of the fragility of the Earth we share and enjoy.

What incremental economic activity is stimulated through the quality of the visitor experience?

We have an estimated 2,000 visitors anticipated to come to this event which can highly benefit the tourism industry of Flagler County. We can attract visitors from Jacksonville and Gainesville to this event and after the event we give visitors a desire to make a return visit to Washington Oaks Gardens State Park and Flagler County to attend other

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

cont. Attachment B

Since this is a two day event visitors are encouraged to stay the night and come back the next day for more event festivities. The entertainment schedule changes from day to day and this attracts people to stay overnight and attend the festival more than one day.

Advertising Requirements

Twenty-five (25%) of the funds awarded to quality of life special event grant recipients shall be used for advertising and promotion.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event.

What is your strategy for marketing and advertising?

Our strategy is to reach individuals and families who wish to Celebrate Earth Day and share the majesty of Washington Oaks. We will market this event as the longest running Earth Day Celebration in Flagler County, going on 22 years. We will advertise the event as eco-friendly and offer a door prize as an added incentive to come and enjoy the celebration

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County of Commerce for distribution for the event.

cont. Attachment B

Funding

How much gross income is intended to be collected from this event? 10,500.00

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt
2007	Earth Day Celebration	1,650.00	1,650.00	1,625.00
2008	Earth Day Celebration	1,800.00	1,800.00	1,800.00

Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.)

Flagler Palm Coast Kiwanis Club, Individuals and Businesses throughout the community, Friends of Washington Oaks, and Event Sales.

Event History

How many years has this event taken place? 22

I, the Applicant or Authorized Agent of the organization requesting TDC funds have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all guidelines as provided in the Flagler County Tourism Grant Guidelines.

Ronald J. Denby 7/26/11
Authorized Agent Signature **Date**
Print Name: RONALD J. DENBY
Title: VICE PRESIDENT

I, the Applicant or Authorized Agent of the organization requesting TDC funds, acknowledge that I have reviewed and understand the advertising requirements for quality of life special event grants. Additionally, I understand that failure to comply with these advertising requirements will result in relinquishment of the special event grant funding.

Ronald J. Denby 7/26/11
Authorized Agent Signature **Date**
Print Name: RONALD J. DENBY
Title: VICE PRESIDENT



FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL
1769 East Moody Boulevard
Bunnell, FL 32110
386-313-4013

FUND 110 SPECIAL EVENTS – QUALITY OF LIFE GRANT PRE-MEETING CHECKLIST

Mandatory Consultation at least 60 days prior to submitting application with Flagler County Chamber Tourism Staff. Contact Laura Gamba, Flagler County Chamber of Commerce at 386-437-0106 x19 or email laura@flaglerchamber.org to set meeting.

Pre-Meeting Checklist

- 1. Review of Completed Grant Application
2. Review of Economic Impact Survey
3. Lodging List
4. Lodging Special Rate Event Form
5. Review of Advertising Requirements & Resources
6. Set Post Meeting

I hereby acknowledge that I have received the Fund 110 Special Events – Quality of Life Grant application package and have had all requirements and specifications explained and all questions pertaining to same answered.

[Signature]
Flagler County Chamber

[Signature]
Event Planner

5/18/2011
Date

5/18/2011
Date

Post Meeting Date / Time: Fri 5/18/2012 1:30P

Friends of Washington Oaks Gardens State Park, Inc.

Expense Budget for 2012 Earth Day Celebration

Advertising & Publicity	2,250.00
Chance Drawing	400.00
Concessions	200.00
Kid's Activities Area	1,200.00
Merchandise	800.00
PA System	500.00
Plants	1,600.00
Porta Potties	500.00
RSVP	100.00
Total	<u>7,550.00</u>

EARTH DAY QOL Text on Grant Application:

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

This event provides families and friends a chance to Celebrate Earth Day and to enjoy the majesty of Washington Oaks Gardens State park. The Youth Activity Area is a known asset to the event that provides a free, fun learning experience for children. Children can participate in environmental arts and crafts activities and various games. There is face painting, music, and games for the children to enjoy while they learn about recycling and other environmental topics. This is an affordable event for the whole family to enjoy. Families can save money on event costs to use on hotel or campground stays. Adults can enjoy the numerous environmental exhibits, the "green" programs, and go shopping at the Arts and Craft Show. Many of the demonstrators, exhibitors, and crafters come from out of town to share their goods at this event and stay overnight.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

Advertising will be placed in the News Journal covering Volusia County, the St. Augustine Record in St. John's, the Jacksonville Times Union, and the Gainesville Sun. Locally we will advertise with 6 large three foot by four foot signs that will be placed throughout Flagler and St. John's County. Local efforts will also include placement of posters at community bulletin boards and at local Flagler and St. John's County Schools. The Friends will send out a post card mail out advertisement to past Earth Day Attendees and will also advertise through their newsletter. E-mail notifications will be sent out to existing databases to promote the event, and we will send it out to all the media contacts on our lists.

What incremental economic activity is stimulated through the quality of the visitor experience??

We have an estimated 2,000 visitors anticipated to come to this event which can highly benefit the tourism industry of Flagler County. We can attract visitors from Jacksonville and Gainesville to this event and after the event we give visitors a desire to make a return visit to Washington Oaks Gardens State Park and Flagler County to attend other events at the Park and surrounding area.

What is your strategy for marketing and advertising?

Our strategy is to reach individuals and families who wish to Celebrate Earth Day and share the majesty of Washington Oaks. We will market this event as the longest running Earth Day Celebration in Flagler County, going on 22 years. We will advertise the event as eco-friendly and offer a door prize as an added incentive to come and enjoy the celebration.

Earth Day Celebration
April 21-22, 2012
Marketing Campaign Proposed Budget

Daytona News Journal	\$500.00
St. Augustine Record	\$325.00
Jacksonville Times Union	\$250.00
Gainesville Sun	\$150.00
Post Cards/Postage	\$400.00
Palm Coast Observer	\$175.00
Flagler News Tribune	\$350.00
Palm Coast Signs	\$100.00
Public News Releases	\$0.00
Internet Advertising	\$0.00
Total	<u>\$2,250.00</u>



Attachment D

Summary of Goal and Priorities

July 1, 2011 - June 30, 2012

- Complete restoration of the historic greenhouse with new benches, irrigation and heating system by November 1st.
- Erect Gateway Sign for the Park and interpretive signs within the Historic District by November 1st, plus an additional interpretive sign at the "Beachside".
- Plan dedication and celebration of the completion of the first two project improvements for the Washington Oaks Historic District for November 11, 2011.
- Continue FUND promotion for construction of permanent stage, with construction to begin by February 1, 2012.
- Increase Gift Shop volunteers by 8 to allow additional "Open" days during the week.
- Increase Membership to 500, an 18% increase from 425.
- At completion of FUND Campaign, provide ADA accessible pavers from Gift Shop to Parking Lot creating a Commemorative Honor Path by providing the opportunity to engrave names on pavers with donations to the FUND.
- Work with Park Management and District Staff to return manpower to the Ranger Station Gate.
- Restock Faver-Dykes Ranger Station with new merchandise and camper sundries
- Continue monthly Second Saturday Plant Sales with added activities for October Herbs in the Gardens, February Citrus Harvest Festival and December Holiday Plants, additionally conduct plant workshops in November and May.
- Holiday activities to include sponsorship of Holiday Tea with Mrs. Claus for 5-7 year olds with crafts, stories, photos, songs and sharing with Mrs. Claus, as well as providing support for Holiday in the Gardens with sales of baked goods and refreshments, citrus, Friends merchandise, plants, Santa photos and Chance Drawings.
- Sponsor "A Day in Old Florida" at Faver-Dykes.
- Sponsor the Annual Earth Day Celebration 3rd week in April, collecting gate receipts, selling Friends baked goods and refreshments, citrus, merchandise, plants, and supporting the Kids Activities Area with sponsorship from the Flagler Kiwanis Club.
- Sponsors Kids and Adult Saltwater workshops in July.
- Continue to publish a Bi-Monthly Newsletter and maintain washingtonoaks.org and faver-dykes.org
- Sponsor the reinstatement of "Hour" pins for Park Volunteers.
- Begin planning for additional interpretive signs in the Park, i.e. the Shell Midden, the Washington Site and other significant points of interest.



Summary of Accomplishments ^{Attachment E}

July 1, 2010 - June 30, 2011

- The Friends of Faver-Dykes were successfully integrated with the Friends of Washington Oaks with memberships, programs and accounting. The Board was expanded by two to broaden the areas of representation.
- The Friends launched a \$200,000 two year campaign for the FUND for Improvements to Washington Oaks Historic District. The FUND has gifts, grants and pledges totaling \$40,683. The restoration of the Greenhouse is currently underway. Design and construction of the Gateway Sign and Historic District Interpretive Signs are on scheduled for a fall installation. The Stage design has been approved at the State DHR and waits further funding.
- The Friends successfully sponsored an Inaugural "Concert in The Park Series" featuring Tim Rippey with over 500 attendees and netting nearly \$5,000 for the FUND.
- The State DOT will not allow Historic District Signage designation for entities other than municipalities, so consequently there will not be a Washington Oaks Historic District sign on I-95. Park Management is working with DOT to see that the prior I-95 Park Signs which were removed prior to the additions of new lanes are replaced.
- The Gift Shop generated the largest source of income during the past fiscal year, with over 30 volunteers regularly opening the shop 12 to 15 hours per week.
- On- Line Banking and E-Pay has streamlined and improved e check issuing procedures and transfers. The Finance Committee of the Board is presently re-writing the Finance Policies to reflect these current practices.
- The goal of increasing Membership to 400 was surpassed, as we recorded 425 members on June 30th, a 33 % increase.
- Second Saturday Plant Sales, Herbs in the Gardens and the Citrus Harvest Festival continue to attract a large number of participants and revenue but profits were adversely impacted by extreme cold weather and lack of a greenhouse.
- Holiday Activities included sponsorship of Holiday Tea with Mrs. Claus for 5 – 7 year olds; as well as providing support for Holiday in the Gardens, with sales of baked goods and refreshments, citrus, Friends merchandise, plants, Santa photos and Chance Drawings.
- Sponsored the 22nd Annual Earth Day Celebration 3rd week in April, collecting gate receipts, selling Friends baked goods and refreshments, citrus, merchandise, plants, and supporting the Kids Activities Area with sponsorship from the Flagler Kiwanis Club.
- Continued sponsorship of Kids and Adult Saltwater workshops in July, and added Art in the Park watercolor classes and a series of Yoga in the Park.
- Continued to publish a Bi-Monthly Newsletter and maintained washingtonoaks.org. and faver-dykes.org

Friends of Washington Oaks Gardens State Park, Inc.*July 19, 2011**Board of Directors Meeting**Minutes*

Bob Bouck called to order at 9:45 AM at the Visitor Center

Directors Present: President Bob Bouck, Vice President Don Denby, Secretary Suzy Iaconis, Treasurer Ingrid Elmorsi, Liz Morrison, Sandra Barrett, Cecile Giguere, Bill Reardon and Frank Quinn

Directors absent: Diane Johnson and Lucy Crowley

Advisors Present: Park Specialist Melissa Kafel, Park Program Development Specialist-D3 Aggie Armstrong and Lisa Schafer, AmeriCorps-D3

Guests Present: none

Approval of Minutes from May 10, 2011:

Don made a motion to approve the minutes with corrections from May 10 and Frank seconded. Motion carried.

Treasurer's report-Ingrid Elmorsi:

Ingrid and Bob have added income and expense reporting by event which will help in Tax reporting. Gift shop income is excellent. Great job Bill! Treasurer's report accepted as presented.

Membership Report-Sandy Barrett:

We have 26 new members and 45 renewals. We currently have 420 members and 244 memberships, and 11 were dropped. The Gift Shop and Gift Shop discount is helping in our membership gain as is the 2nd Saturday plant sale. Our goal for the year of 400 has been reached and surpassed. Congratulations! Bob inquired if we should separate donation dollars above a family membership into a different category in the budget. Aggie will check for us.

Fund for Improvements to Washington Oaks Historic District,-Don Denby:

See attached minutes from July 12th FUND meeting.

Restoration of Greenhouse- Have sufficient funds to complete without additional grants.

*Gateway Signage-*The grant for \$21,500 and the TDC grant will be \$5000

*Permanent Stage-*Bob and Don are working with the county for assistance in building the stage. We would like to have gold shovel ground -breaking at the 11-11-11 event.

Concert in the Park- A 3 day event celebrating the completion of the signage project, greenhouse restoration, plant sale and orchid demonstration and Tim Rippey Concert. Don is looking for Chairpersons.

Don and Bob are pursuing 3 TDC "Quality of Life Awards" with the board's approval.

1. A matching \$2000 Grant for the 11-11-11 Veterans Day Celebration. Don Denby made a motion to pursue this grant and Frank Quinn seconded. The motion carried.
2. A matching \$1000 Grant for our December event Holiday in the Gardens and Tea Party. Frank Quinn made a motion to pursue this grant and Don Denby seconded. The motion carried.
3. A matching \$2000 Grant for our Earth Day Celebration. Sandy Barrett made a motion to pursue this grant and Suzy Iaconis seconded. The motion carried.

4. A motion was made by Cecile Giguere to have Don Denby continue to be the organization representative for these grant projects and Ingrid Elmorsi seconded. The motion carried.

Summary of Friend Accomplishments for 2010-2011 for Approval, Bob Bouck:

See attached. Great Job. Add Kayak tours and website improvement.

Friends Goals and Priorities for 2010-2011 for Approval, Bob Bouck:

See attached. Add Kayak tours to goals. Bob asked the board to spend \$500 to purchase hour pins to present to volunteers as they achieve volunteer hours. Frank made a motion to approve, Sandy seconded. Motion carried.

Finance Committee Report, Don Denby:

2011-2012 Budget Proposal for approval-see attached. Cecile made a motion to approve the approved budget, Frank seconded. The motion carried.

Financial Policies for approval-see attached. Cecile updated our current financial policy to describe procedures that changed by on-line banking and our accounting changes. Aggie will review for possible use by the state. Great Job Cecile! Suzy made a motion to approve the updated Financial Policy. Ingrid seconded. The motion carried.

Washington Administration, Park Management, Melissa Kafel:

Staffing of ranger station-Staffing down at park, should be staffed by September and will revisit at that time. Could use Friends volunteers.

Camping at Washington Oaks-Still on the table. Other parks had public resistance. Melissa will write an article for the Newsletter about camping at Faver-Dykes.

Melissa reminded us to have the volunteers be polite when charging Friends for fund raising events. Should we? Frank Quinn made a motion that we do charge Friends that are not volunteering at that event the fee for admission. Cecile seconded. Will publicize in Newsletter and Web-site.

Approval for Celebration, Dedication 11-11, 12, 13, 2011:

Don will coordinate events and needs individual chairs for the 3 day event. There will be a meeting in August. If interested contact Melissa. Cecile made a motion to approve the plans for the event. Don seconded. Motion carried.,

Salt Water Fishing Report, Melissa Kafel:

More adults than kids have signed up. It begins this week

New Business

Newsletter, Lucy Crowley:

Waiting on 1 article and then it is ready to go.

Other:

Frank stated we had over 5600 hits on the web-site from all different countries. 300+ friends on facebook. Wow! Great Job Frank and Melissa.

Next meeting-September 13th @9:30

Adjourn:

Meeting adjourned at 11:55 AM.
Respectfully submitted,
Suzy Iaconis
Secretary

Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the TDC:

In 2004, the Friends of Washington Oaks completed a grant project for \$45,000 + from the State of Florida Partner in Parks Grant Program for renovation of the Visitor's Center.

In 2007, the Friends of Washington Oaks completed a grant project with the Flagler TDC for an amount of \$1625.00.

In 2008, the Friends of Washington Oaks completed a grant project with the Flagler TDC in the amount of \$1800.00.

In 2009, the Friends of Washington Oaks completed a matching grant project for \$800 with the Florida Park Service District 3.

The projects have been completed and reimbursements have been received for the above projects. All paperwork was filled out properly in order to receive the reimbursements. The Friends of Washington Oaks are committed to the proper preparation of all necessary reports.



Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110

Fund 110 Promotional Activities - Request for Quality of Life Special Event Funding

Organization Information

Organization Name Flagler County Chamber Affiliate: Flagler Beach

Contact Person Joseph Pozzuoli

Email Address joseph@jpaflorida.com

Mailing Address 314 Moody Blvd, Flagler Beach, FL 32136

Phone (954) 448-2609 Fax _____

Registered as a non-profit corporation? Yes No

Event Description

The maximum award an organization can receive for a "Quality of Life" Special Event Grant Application is \$2,000.

Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documented in the final event report.

Event Name Flagler's Holiday at the Beach

Event Dates December 2-3, 2011

What is the total budget amount for the Event? \$ 4,315.00

***Event budget must be submitted together with this application.**

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

Holiday at the Beach encompasses a Friday night kick-off event including the Merchant Holiday Stroll, outdoor entertainment, Photos with Santa, Letters to Santa, Lighting of the Park and the Flagler Beach Museum Scramble Ramble. The Ramble continues on Saturday morning and at 1PM, our "Parachuting Santa" jump-starts the Holiday Parade which is followed by a ice cream and cake party with Santa at the FB Fire Department. The "Parachuting Santa" is a unique feature of our event. Combined with our Friday night event, the Holiday Stroll and Lighting of the Park. the chances for overnight visitors should increase proportionally.

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

Last year we utilized local marketing through WNZF radio and this year we would include out-of-market advertising to draw in visitors from Orlando. Advertising will include out of county publications and broadcast media. Press releases will be distributed to the many media organizations provided to us by Peggy Heiser and her staff. Social media will be utilized fully. Posters, radio, print and television will be sources as they have been in past years.

***Please provide a line item marketing campaign.**

How will you demonstrate a willingness to work with the tourism industry?

Peggy Heiser and her staff have been enormously helpful preparing us for this presentation. All of the recommendations of the staff and the worksheets provided will be utilized in our planning. The local restaurants and hotels will be asked to provide specials and will have an opportunity to participate.

Please provide evidence as to how the event will be self-funded in subsequent years.

As sponsors and currently non-participating merchants realize what a benefit the event sponsorship is to their businesses, we anticipate additional involvement and increased levels of financial contributions. The City and Rotary Club as well as the Chamber of Commerce will be asked to continue supporting this event. Any profits that might be realized in 2011 will be utilized in future budgets.

Soundness of Proposed Event

Clearly identify the event's objectives.

To increase traffic and spending in our local merchants, shops and businesses.
To provide a quality holiday entertainment weekend for local residents and visitors from outside the area.
To continue a tradition that is growing each year and beloved by our community and to add special local joy to the children in our area.

What is the timetable for implementation of the event?

Planning has been underway since the completion of last year's event. From September through November, the various components will be undertaken by the Flagler Beach Rotary, the Flagler Beach Historical Museum, the Flagler Beach Chamber, the Flagler Beach Volunteer Firemen, the City of Flagler Beach and other entities.

What additional funding sources will be utilized?

Other funding sources include participants in the Flagler Beach Museum's annual Scramble Ramble merchant game, the Flagler Beach Rotary membership, concessions, and sponsorships.

How do you intend to accomplish your slated objectives?

The purpose of the event in past years was created to accomplish the objectives listed above. All decisions going forward to improve or add to the event will consider how to continue achieving those objectives.

Stability and Management Capacity - The Completed application must include:

- A proven record or demonstrated capabilities of the organization to develop resources, effectively plan, organize and implement the proposed event.
- Documentation that the organization has a successful history of service in and to Flagler County.
- Confirmation of organization representatives and proof that the organization approved the application for special event grant funds.
- Evidence of the ability of the organization to administer public grants and to prepare and deliver the necessary reports to the Tourist Development Council.

Quality and Uniqueness of the Proposed Event:

The completed special event application form must include documentation of the extent to which the event provides a program for Flagler County visitors and its residents which is of significant merit and that, without such assistance, would not take place in the County.

What added value can the event create to a visitors stay?

The event provides a unique opportunity to celebrate the beach and the holiday all wrapped in one. Our parachuting Santa is an unusual event, and combined with our assorted children's activities and lighting of the park, it has a nice mix of traditional holiday -- and the fun of seeing Santa arrive from the sky onto the beach. For the adults, our Scramble Ramble offers them a chance to drop into restaurants and shops to get a taste of what Flagler Beach has to offer so that they can return in subsequent days to spend more time at their leisure.

What incremental economic activity is stimulated through the quality of the visitor experience?

With the aforementioned visits to shops, the merchants enjoy two days of increased receipts and foot traffic. The business owners have told us in past years that return visits to their shops after the event are as beneficial as the sales rung up during the event.

What incremental economic activity is stimulated by encouraging visitors to extend their stay?

It goes without saying, that visitors who extend their stays will utilize our motels and camping accommodations, and will have more opportunities to enjoy our restaurants, services, and shops.

Advertising Requirements

Twenty-five (25%) of the funds awarded to quality of life special event grant recipients shall be used for advertising and promotion.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event.

What is your strategy for marketing and advertising?

Funding for advertising will include out of county publications and broadcast media. Press releases will be distributed to the many media organizations provided to us by Peggy Heiser and her staff. Social media will be utilized fully. Posters, radio, print and television will be sources as they have been in past years.

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County Chamber of Commerce for distribution for the event.

Funding

How much gross income is intended to be collected from this event? \$5200.

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt

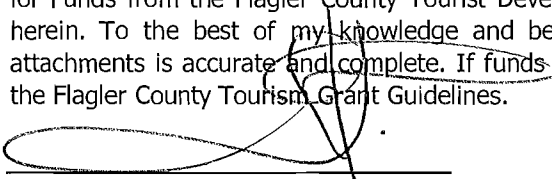
Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.)

Beginning with last year's sponsors, we will offer more businesses the opportunity to participate. Other funding sources include participants in the Flagler Beach Museum's annual merchant Scramble Ramble game, the Flagler Beach Rotary membership trophy sponsorship, and concessions.

Event History

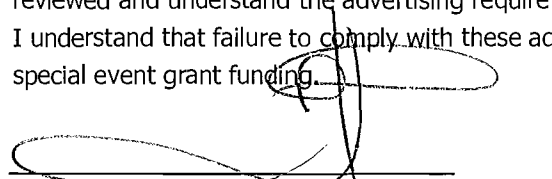
How many years has this event taken place? 11 years

I, the Applicant or Authorized Agent of the organization requesting TDC funds have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all guidelines as provided in the Flagler County Tourism Grant Guidelines.



Authorized Agent Signature **Date**
Print Name: Joseph D. Pozzuoli
Title: Chairman - FBCC

I, the Applicant or Authorized Agent of the organization requesting TDC funds, acknowledge that I have reviewed and understand the advertising requirements for quality of life special event grants. Additionally, I understand that failure to comply with these advertising requirements will result in relinquishment of the special event grant funding.



Authorized Agent Signature **Date**
Print Name: Joseph D. Pozzuoli
Title: Chairman - FBCC

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16 c)

SUBJECT: Flagler Beach Historical Museum - \$5,000 – Tourist Development Fund 109 Capital Improvements Non-Profit Operational Costs Grants

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: On August 17, 2011 the Tourist Development Council recommended approval of a \$5,000 grant to the Flagler Beach Historical Museum from Fund 109 Capital Improvements Non-Profit Operational Costs Grants for operational and promotional support of the Flagler Beach Historical Museum. By adoption of Resolution 2009-34 (July 20, 2009), the Board of County Commissioners annually appropriates funds of which no more than 10% is allocated for grant awards related to operational costs and not-for-profit tourism infrastructure projects. The maximum award allowed for not for profit operational cost grants is \$5,000.

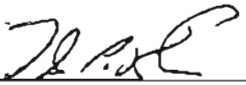
FUNDING INFORMATION: Prior to this award, a total of \$996,202 has been appropriated and is available to fund capital improvement grants in account number 109-4700-575.62-10 (Capital Improvements Fund/Public Tourism Infrastructure Funding). If approved, a budget transfer will be processed to move the approved amount into the capital improvements subaccount (109-4700-575.82-46) for utilization by the Flagler Beach Historical Museum.

DEPT./CONTACT/PHONE #: Tourist Development/Thomas P. Klinker/313-4036

RECOMMENDATIONS: Request the Board approve the recommendation from the Tourist Development Council to fund \$5,000 from Fund 109 Capital Improvements Non-Profit Operational Costs Grants for operating and promotional support of the Flagler Beach Historical Museum for the period of October 1, 2011 through September 30, 2012.

ATTACHMENTS:

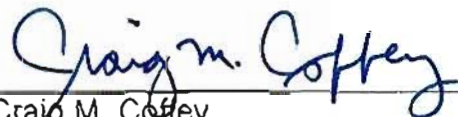
1. August 17, 2011 (Draft) TDC Minutes
2. TDC Funding Request



Thomas P. Klinker, CPA, CGFO, CPFO
Financial Services Director

AUGUST 23, 2011



Date



Craig M. Coffey
County Administrator

24 August 2011

Date

Deputy County Admin. Initials Date
Financial Services  8-22-11
Legal  08/23/11

FLAGLER COUNTY
TOURIST DEVELOPMENT COUNCIL
Flagler County Government Services Building
Board Chambers – First Floor
August 17, 2011
9:00 A.M.
Minutes

MEETING CALLED TO ORDER BY CHAIR MILISSA HOLLAND at 9:00 A.M.

Chair Holland led the pledge to the flag and sought a moment of silence to honor those who are serving our country.

PRESENT: Chair Milissa Holland, Commissioner Steve Settle, Councilwoman Mary DiStefano, Jeff Conner, Bob DeVore, Linda Mitchell, Tom Grimes

ABSENT: Pamela Walker, Andrew Blair

1. Adoption of Minutes from the July 20, 2011 meeting.

DeVore/DiStefano. Motion to Adopt the July 20, 2011 Minutes carries unanimously.

2. Accept Financial Status Reports for Review.

DeVore/Conner. Motion to Accept Financial Status Reports for Review carries unanimously.

3. Accept monthly Flagler County Chamber Monthly Marketing Activity Report (July 2011) and current Smith Travel Research Report (June 2011) for Review.

DeVore/DiStefano. Motion to accept monthly Flagler County Chamber Marketing Activity Report (July 2011) and current Smith Travel Report (June 2011) for Review carries unanimously.

4. **Heiser Time**

Peggy Heiser – Update as to current activities of Chamber representatives.

- Review of the Chamber's survey from Flagler County's 4th of July event.
- Hosted Chamber Chat Saturday, July 13. Theme was grand opening of the Marineland Marina.
- Ms. Heiser and Laura Gamba will attend the Florida AAA Sales Blitz from Heathrow to Tampa/St. Pete area. Will be going back to Georgia in September to visit more AAA offices.
- Ms. Heiser attended board meeting of Florida's First Coast of Golf. Will be updating their website, integrating mobile, and launching mobile site.
- Ms. Heiser will attend the Destination Management Conference in Salt Lake City

Laura Gamba – Update on Sports Market

- Review of information packet with calendars for upcoming sports events and field locations

A discussion ensued between Chair Holland and Ms. Gamba identifying LaCrosse and Rugby as being the more profitable sports found in Ms. Gamba's research. **DeVore** – Commented that he would not limit to one sport. Possibly work with hoteliers and golfers to have an amateur golf tournament. **DiStefano** – Commented that the report does not show any soccer fields. **Gamba** – Stated the fields are used for both LaCrosse and soccer.

5. Consider a request from the Flagler Beach Historical Museum to grant **\$5,000** from **Fund 109 Capital Improvements - Non-Profit Operational Costs Grant** for operating and promotional support.

DeVore/DiStefano. Motion to grant **\$5,000** from **Fund 109 Capital Improvements - Non-Profit Operational Costs Grant** for operating and promotional support carries unanimously.

DeVore/Grimes. Motion to approve all remaining applications for \$2,000 each (except Item #9). **Conner** – Not in agreement with all applications. Discussion ensued between Chair Holland and Councilman Settle regarding the use of all funds with no balance for February meeting. **Grimes** – Questioned having a discussion about increasing the funds, perhaps revisit making adjustments on a yearly basis. **Chair Holland** - Policies are 2 years old, and amendments are not only amended by TDC but by the FCBCC. **Thomas P. Klinker, Financial Services Director** – Verified that the policies were adopted in July 2009. This is the first time the funds may be exhausted at the beginning of the year. Decision made to discuss each item.

6. Consider a request from the Florida Agricultural Museum, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for 2nd Annual Pellicer Creek Raid: A Civil War Re-enactment to be held October 14, 15, & 16, 2011.

DeVore/DiStefano. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for 2nd Annual Pellicer Creek Raid: A Civil War Re-enactment to be held October 14, 15, & 16, 2011 carries unanimously.

7. Consider a request from the Rotary Club of Flagler Beach to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Run Flagler to be held October 22, 2011.

DiStefano/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Run Flagler to be held October 22, 2011 carries unanimously.

8. Consider a request from the Community Chorus of Palm Coast to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Winter Concert to be held January 15, 2012.

Grimes/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Winter Concert to be held January 15, 2012 passes with Mr. Conner voting against the motion.

9. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Washington Oaks Dedication Weekend to be held November 11-13, 2011.

Chair Holland – Pre-meeting checklist was not performed with Ms. Heiser for this event. Application does not follow policy and will not be allowed at this time.

10. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Holiday in the Gardens/Tea Party with Mrs. Claus to be held December 10, 2011.

DiStefano/Grimes. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Holiday in the Gardens/Tea Party with Mrs. Claus to be held December 10, 2011.

On a roll call vote, the **Motion** passes with Mr. Conner, Mr. DeVore, and Ms. Mitchell voting against the motion.

11. Consider a request from Friends of Washington Oaks Gardens State Park, Inc. to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Earth Day Celebration to be held April 21 and 22, 2012.

DiStefano/DeVore. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Earth Day Celebration to be held April 21 and 22, 2012 carries unanimously.

12. Consider a request from Flagler County Chamber Affiliate: Flagler Beach to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Flagler's Holiday at the Beach to be held December 2 -3, 2011.

DeVore/Settle. Motion to grant **\$2,000** from **Fund 110 Promotional Activities - Quality of Life Special Events** for Flagler's Holiday at the Beach to be held December 2 -3, 2011 passes with Mr. Conner voting against the motion.

13. Review of the recommended Fund 110 proposed fiscal year 2011-2012 Budget & Marketing Campaign.

Peggy Heiser, Flagler County Chamber of Commerce - PowerPoint presentation.

DeVore – Cannot support the 10% raise for Staff & Fulfillment when city and county employees among others are receiving no raises, might support 2%. Supportive of museum and additional employee; disagrees with amount of money for Economic Impact Study and Market Research.

Mitchell – Should be realized that people are very lucky to even get a 3% increase right now.

Chair Holland – Toursim is a growing entity and wants to insure the momentum continues. Upon completion, a Strategic Plan should be assessed to strive to be better and to do more.

Conner – Referred to Volusia not revising or using their Strategic Plan and supports revision. Research shows that staff is not paid as much as other counties.

Grimes – Supports the study and research to effectively reach all customers.

Settle – Believes in increase for merit, supports the 10% increase.

Conner/DiStefano. Motion to accept Fund 110 proposed fiscal year 2011-2012 Budget & Marketing Campaign passed with Mr. DeVore voting against the motion.

14. Community Outreach

A thirty-minute time has been allocated at the end of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Board on items not on the agenda.

None

15. Board Member Commentaries

Grimes – Commented that he enjoyed the meeting because of the discussions and knows we are all looking for the best for our county and staff.

16. Adjournment.

Chair Holland. Meeting adjourned at 10:20 a.m.

RECORDING OF MEETING CAN BE ACCESSED BY THE FOLLOWING LINK:

<http://www.flaglercounty.org/index.aspx?NID=675>

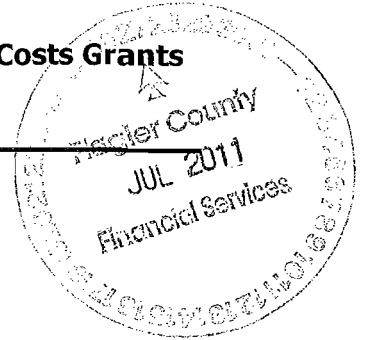
If a person decides to appeal any decision made by the Tourist Development Council with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.



Flagler County Tourist Development Council

1769 East Moody Boulevard, Suite 311
 Bunnell, Florida 32110
 (386) 313-4013

Fund 109 Capital Improvements Non-Profit Operational Costs Grants



Organization Information

Organization Name Flagler Beach Historical Museum
 Contact Person Teri Pruden
 Email Address teri@visitmemorylane.com
 Mailing Address P.O. Box 2136, Flagler Beach, FL. 32136-2136
 Phone (386) 439-6262 / 517-2025 Fax (386) 439-3655 / 517-2026
 Registered as a not-for-profit corporation? Yes No (Attach proof of non profit status)

Non- Profit Operational Cost Grants:

Maximum award of \$5,000; and
 All requests will be evaluated within the constraints of funding availability.

Operational Funding

Facility Name: Flagler Beach Historical Museum (FBHM)
 Period Start Date 10/01/11 Period End Date 09/30/12
 Total Amount Requested: \$5000.

Brief Description of Use of funds:

The Flagler Beach Historical Museum is requesting funds for operational and promotional support as allowed under Fund 109 guidelines. As with past grants, most TDC grant dollars are used for utilities. Housed in the Flagler Beach City Hall building, the Museum reimburses the city for utility bills logged and submitted by city staff to the TDC. Other operational expenses the Museum incurs have included insurance, storage, and tax preparation.

Promotional materials, if funds remain for them, would include printing of brochures appropriate for mailing, trade shows, or other optimal out-of-county locations suggested by our tourism colleague Peggy Heiser.

***A line item operational budget must be provided for the museum, gallery, etc. together with this application showing all funding sources and expenditures.**

List all past TDC funding organization has received in last five (5) years:

Year	Project	Requested Amt	Award Amt	Spent Amt
2006	Computer and media equipment	\$1220.	\$1220.	Under \$1220.
2007	Operating/Promotional Expense	\$5900.	\$5900.	\$5900.
2008	Operating/Promotional Expense	\$7300.	\$6600.	\$6600.
09-10	Operating/Promotional Expense	\$7600.	\$7600.	\$7600.
10-11	Operating/Promotional Expense	\$5000.	\$5000.	

What in kind tourism services is your organization providing?

Guests enjoy a free Museum experience, and we now have a self-guided Historic Walking Tour to encourage visitors to engage locally and sample our neighboring businesses. We are honored to be included in TDC media tours and happily provide tour guides to extend a more personal experience for FAM participants. The Museum does double duty 6 days/week as the Flagler Beach Chamber Visitor Center. We disperse a multitude of recreational brochures, and docents always encourage tourists to stay, play, and spend locally. FBHM's website links to www.visitflagler.org, and will soon undergo a tourism-oriented update. Museum staff participates in both Flagler and surrounding county organizations' tourism projects.

What additional sources of ongoing operation funding has your organization sought?

Since 2009, we have ranked well and won both grant application requests from the Florida Division of Cultural Affairs, although state funding cutbacks severely limit the pro-rated amounts awarded. We have an annual grant from the City of Flagler Beach. FBHM's 2011 budgeted income relies on approximately 30% membership dues/donations, 33% events/fund-raisers, 18% grants, 8% sales, and 11% from reserves built prior to 2007. We work diligently at community relations. In-kind donations of product and time (not reflected in the attached budget) for the past 12 months exceed \$100,000. In the coming year, we plan to apply for Private and Foundation Grants for the first time.

Organization Background

Provide an overview of the organization history/mission.

It is the mission of the Flagler Beach Historical Museum to provide both a physical and social archive for preservation of the history of Flagler Beach and Flagler County. FBHM will collect artifacts and oral histories from the past and present to be available to current and future generations. We will partner with other organizations to provide a resource for research especially to the educational institutions of the area's youth. This year, as we celebrate the Museum's 10th Anniversary and our Chamber Visitor Center's 5th Anniversary, the Museum maximizes every opportunity to promote history and all aspects of Flagler County that may be of interest to visiting tourists.

What services does your organization provide?

Museum displays include 1000+ photos and artifacts from the "Stone Age to the Space Age." Video interviews with Flagler County elders will be compiled in a book and a DVD series. We annually supervise high school students' volunteer projects, and our 2007 debut of the "Youth Interviewing Elders" program is available on demand. Class trips are offered from 4th grade up, and for home-schooled children. We continue to build our digital database of scanned photos, articles, and interview transcripts – a resource essential to facilitating modern methods research. We founded, host, or support events like Holiday at the Beach Scramble Ramble, 1st Fridays, Movies Under the Stars, Local Authors Day, and 2010's Beach Birthday Bash, which all give back to our residents while contributing economic dividends for our local business neighbors.

I, am the Authorized Agent of the organization requesting TDC funds. I have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all policies of the Flagler County Tourist Development Council relative to this grant. I also understand that funds will be provided on a reimbursement basis as a lump sum payment upon proper submittal and documentation of authorized paid expenditures.

Teri Pruden

7-25-11

Authorized Agent Signature

Date

Print Name:

TERI PRUDEN

Title:

MUSEUM DIRECTOR

***Attach authorizing action from the elected body giving the authorized agent authority to apply for this grant and to enter into this agreement.**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 30 2004

FLAGLER BEACH HISTORICAL MUSEUM INC
207 S CENTRAL AVE
FLAGLER BEACH, FL 32136

Employer Identification Number:

91-2090531

DLN:

17053058027044

Contact Person:

JOAN C RISER

ID# 31217

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

DECEMBER 31

Form 990 Required:

YES

Addendum Applies:

NO

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

Flagler Beach Historical Museum **Budget 2011**

Income

Donation Box	1,200.00
Dues - Membership	8,700.00
Fundraising	
#1 - Raffle	800.00
#2 - Anniversary	300.00
#3 - Events	600.00
Total Fundraising	<u>1,700.00</u>
Gala	
Silent Auction	2,700.00
Sponsors/Donations	1,500.00
Ticket Sales	<u>5,500.00</u>
Total Gala	9,700.00
Grants	
City of Flagler Beach	1,000.00
TDC	
Utility	3,000.00
Operating	1,800.00
Printing	<u>200.00</u>
Total TDC	<u>5,000.00</u>
Total Grants	6,000.00
One Time Donations	650.00
Reserves	3,977.00
Sales	
Books	1,250.00
Giftshop	200.00
Photos	450.00
Throws	500.00
Mouse Pads	<u>200.00</u>
Total Sales	2,600.00
X-Misc	<u>86.00</u>
Total Income	34,613.00

Expense

Advert/Promotion	
FCCC/Printing	125.00
Promotions	<u>100.00</u>
Total Advert/Promotion	225.00
Community Participation	250.00
Exhibit Acessions	200.00
Exhibit Display Materials	200.00
Fundraising Costs	500.00
Gala Exp	
Ad / Promo	150.00
Auction	300.00
Decor	250.00
Entertainment	450.00

Site, Catering	2,960.00
Total Gala Exp	4,110.00
Merchandise	
Item #1 - Misc	200.00
Item #2 - Blanket Throw	400.00
Item #3 - Books	600.00
Total Merchandise	1,200.00
Office	
Ink	350.00
Mail	
Box Rental	40.00
Newsletter postage	350.00
Renew/Thanks/Overdue	250.00
Total Mail	640.00
Software / Web Host	150.00
Supplies - General	400.00
Supplies - Printed	200.00
Total Office	1,740.00
Professional	
Accounting	365.00
Computer / Web	5,760.00
Insurance	840.00
Legal Fees	137.00
Marketing / Admin	14,400.00
Total Professional	21,502.00
Publications & Dues	0.00
Maint/Repair	
Sales Tax	300.00
Storage	800.00
Training	0.00
Travel	0.00
Utilities	
Cell Phone	86.00
Electric - CoFB	1,720.00
Repair/Maint - CoFB	
Telephone - CoFB	350.00
Water - CoFB	930.00
Total Utilities	3,086.00
Volunteer Appreciation	500.00
Total Expense	34,613.00
	0.00



Flagler Beach Historical Museum
P.O. Box 2136, Flagler Beach, FL 32136
Administrative Office (386) 439-6262

July 27, 2011

To the Flagler County TDC:

This letter is to certify that Teri Pruden, as our Museum Director is duly appointed by the board of directors to pursue all grants and other available source of funding for furtherance of the museum's mission.

She has full right and authority to represent the museum's interests through application and in person before your body.

Thank you for the consideration of our museum in your deliberations.

Sincerely,

Linda S. Jones

Secretary



2011 Flagler Beach Museum Executive Board of Directors

OFFICERS

President : Catherine Wilson
1st Vice President : Robert R. Creal
2nd Vice President : Shirley Putnam
Secretary: Linda Shaw Jones
Treasurer: Pat MacAllister

Museum Director : Teri Pruden
City Liaison: Commissioner Jane Mealy

BOARD OF DIRECTORS

Cindy Dalecki
Don Deal
Kathy Feind
Charles Helm
Edward Moore
Beth Mount
Mary Ann Ruzecki
Lea Stokes

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16 d)**

SUBJECT: The Flagler Auditorium Governing Board - \$10,000 – Tourist Development Fund 110 Promotional Activities/Overnight Stay Special Events

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: On July 20, 2011 the Tourist Development Council recommended approval of a \$10,000 grant to The Flagler Auditorium Governing Board from Fund 110 Promotional Activities/Overnight Stay Special Events for advertising/promotion of the 2011/2012 Season held from August 2011 through June 2012. The Flagler Auditorium offers a favorable health climate for the stimulation, promotion and growth of culture and art by bringing quality performances to Flagler County at affordable pricing. For 2011/2012, the Auditorium has an estimated 20 professional shows and numerous other events at the auditorium for its 20th Anniversary Season. The purpose of the TDC funding would be to offset some of the costs directly associated with advertising in print, radio, television and any other promotional means, with the purpose of attracting visitors to Flagler County.

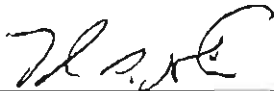
FUNDING INFORMATION: A total of \$48,000 has been included in the proposed budget for fiscal year 2011/2012, and will be available to fund Overnight Stay Special Event grants in account number 110-4700-559.48-10 (Tourist Development Tax Promotional Fund, Operating Expenses/Promotional Activities). If approved, a budget transfer will be processed to move the approved amount into the promotional activities subaccount (110-4700-559.48-17) for utilization by The Auditorium Governing Board. Reimbursement will not be provided to The Auditorium Governing Board until all post event reporting requirements are met, which includes verification of room nights generated resulting from the event. The amount of the reimbursement will be based upon the number of room nights generated. The Auditorium Governing Board must verify that 200 or more room nights were generated in order to receive the full award of \$10,000.

DEPT./CONTACT/PHONE #: Tourist Development/Thomas P. Klinker/313-4036

RECOMMENDATIONS: Request the Board approve the recommendation from the Tourist Development Council to fund \$10,000 from Fund 110 Promotional Activities/Overnight Stay Special Events for advertising and promotion of the 2011/2012 Flagler Auditorium Season being held August 2011 through July 2012.

ATTACHMENTS:

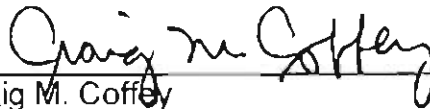
- 1. July 20, 2011 (Draft) TDC Minutes
- 2. TDC Funding Request



Thomas P. Klinker, CPA, CGFO, CPFO
Financial Services Director

AUGUST 29, 2011

Date



Craig M. Coffey
County Administrator

Date

Deputy County Admin.
Financial Services
Legal

Initials	Date
SS	8-30-11
DK	08-29-11

**FLAGLER COUNTY
TOURIST DEVELOPMENT COUNCIL
Flagler County Government Services Building
Board Chambers – First Floor**

July 20, 2011

9:00 A.M.

Minutes

MEETING CALLED TO ORDER BY CHAIR MILISSA HOLLAND at 9:10 A.M.

Chair Holland led the pledge to the flag and sought a moment of silence for those who are serving us and the sacrifices they are making to keep us safe.

PRESENT: Chair Milissa Holland, Commissioner Steve Settle, Councilwoman Mary DiStefano, Jeff Conner, Bob DeVore, Pamela Walker, Tom Grimes

ABSENT: Linda Mitchell, Andrew Blair

Thomas P. Klinker, Financial Services Director – Welcomes Mary Anne Atwood as Susan Rosonina's replacement as TDC Secretary

1. Adoption of Minutes from the June 15, 2011 meeting.

DeVore/Walker. Motion to Adopt the June 15, 2011 Minutes carries unanimously.

2. Accept Financial Status Reports for Review.

Thomas P. Klinker – Full form of Financial Report is not available this month but will return next month.

DeVore/DiStefano. Motion to Accept Financial Status Reports for Review carries unanimously.

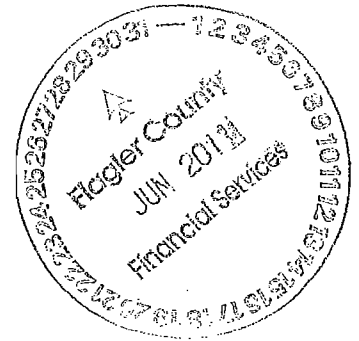
3. Accept monthly Flagler County Chamber Monthly Marketing Activity Report (June 2011) and current Smith Travel Research Report (May 2011) for Review.

DiStefano/Walker. Motion to accept monthly Flagler County Chamber Marketing Activity Report (June 2011) and current Smith Travel Report (May 2011) for Review carries unanimously.

4. Consider a request from **The Flagler Auditorium Governing Board** to grant **\$10,000** from **Fund 110 Promotional Activities - Overnight Stay Special Events** for advertising and promotion of the 2011/2012 Season being held August 2011 through June 2012.

Richard Hamilton, President, The Flagler Auditorium Governing Board – Lisa McDevitt present to answer any questions.

DeVore/DiStefano. Motion to forego the presentation due to receiving an in-depth package and to grant **\$10,000** from **Fund 110 Promotional Activities - Overnight Stay Special Events** for advertising and promotion of the 2011/2012 Flagler Auditorium Season being held August 2011 through June 2012 carries unanimously.



June 28, 2011

Flagler County Tourist Development Council
1769 East Moody Blvd. Suite 311
Bunnell, FL 32110

Dear TDC Council:

Thank you for your time, consideration, and your past support for the advertising efforts at the Flagler Auditorium. We come before you for your consideration and support of our upcoming 20th Anniversary 2011-2012 season's advertising campaign to bring people into Flagler County from outside areas.

We would like to continue to put people in Flagler's hotel/motel and camping facilities, as well as eat in our local restaurants, and shop in our local businesses. We are continuously receiving phone calls requesting accommodation & dining recommendations in Flagler County. These calls stem from our performers and ticket buyers coming from out of county and out of state.

Tourism is generated by many factors, and we are all aware of the many benefits of a strong tourism trade. Location, accommodations, dining and entertainment all work together to make a community a viable vacation destination. In the "tourism equation", Flagler Auditorium represents an important component, asset, and economic impact in Flagler County.

On behalf of the Flagler Auditorium Governing Board, I **thank you** for your past support, and your consideration for future funding for the purpose of advertising outside of Flagler County.

Sincerely,

A handwritten signature in cursive script that reads "Lisa McDevitt".

Lisa McDevitt
Flagler Auditorium Director



Flagler County Tourist Development Council

Government Services Building
1769 E. Moody Boulevard, Suite 311
Bunnell, Florida 32110

Fund 110 Promotional Activities - Request for Overnight Stay Special Event Funding

Organization Information

Organization Name The Flagler Auditorium Governing Board

Contact Person Lisa McDevitt

Email Address flaglerpromotion@aol.com

Mailing Address PO Box 755, Bunnell, FL 32110

Phone 386-437-7547

Fax 386-437-7551

Registered as a non-profit corporation? Yes No (Attach proof)

Maximum Award

The maximum award an organization can seek is directly related to the overnight stays the event will generate, although the actual award amount will be evaluated on multiple criteria, subject to the following limits:

- 200 or more room nights = Maximum Annual Award Amount: \$10,000
- 100 to 199 room nights = Maximum Annual Award Amount: \$7,500
- 50 to 99 room nights = Maximum Annual Award Amount: \$5,000
- 10 to 49 room nights = Maximum Annual Award Amount: \$2,500

Reimbursement of Overnight Stay Special Event Grants will not be made until all reporting requirements are met, including verification of room nights generated. Should the verifiable room nights be in a range less than the grant awarded, the grant will be reduced to the appropriate grant range.

Event Description

Event Name Season 2011-2012

Event Dates August 2011 - June 2012

Amount Requested \$ 10,000

What is the total budget amount for the Event? \$ 350,000 (Preliminary)

*** Event budget must be submitted together with this application.**

One hundred percent (100%) of the funds awarded to overnight stay special event grant recipients shall be used for advertising and promotion to target audiences outside of Flagler County.

The Flagler County Tourist Development Council logo and the Visit Flagler Web Address (www.visitflagler.org) must appear prominently in all advertising and publicity (both written or electronic) for the special event. In addition, for "Overnight Stay" Special Event Grants in amounts greater than \$5,000, all advertising must include the current tourism tag line "Come and Relax on the Quiet Side of Florida. . .Call 800-670-2450 or Visit www.visitflagler.org for your free vacation guide and calendar of events".

Intended use of "out of county" direct advertising funds.

Could be one or more of the following :- Print (Newspaper and Magazines), Television, Radio, Cinema, Billboard, Internet, Social Media, and/or Direct Mail, with the intention to attract visitors to attend performances, eat in restaurants and stay overnight.

Please provide detailed information on your event.

Our 20th Anniversary Season is still being finalized, but will consist of approximately 20 professional shows and numerous other events at the auditorium.

Who is your target audience? People who enjoy quality entertainment.

How will Flagler County benefit from your event?

Residents of Flagler County are able to attend quality show performances at reasonable prices without travelling out of County. Non - residents are attracted to visit Flagler County, patronizing local businesses, hotels and campgrounds.

How many verifiable hotel stays do you project this event will bring to Flagler County? over 250

Have blocks of rooms been reserved at a lodging facility? Yes No

If yes, list locations with the number of rooms blocked at each location, i.e. Hilton Hotel (36 rooms):

~~RESERVATIONS WILL BE MADE AT SEVERAL LOCAL HOTELS~~

Are local attractions being included in the itinerary for this event, such as:

- Attend a local play, concert, or dance performance
- Visit a local museum
- Visit a local nature based activity (i.e. Scenic A1A, Washington Oaks)
- Visit local historical settings (i.e. Princess Place, Holden House, Mala Compra Plantation)
- Other (please list) Please see our showbill, and our website, for examples (eg restaurants and other businesses)

TDC Collateral will be distributed to the organization by a tourism representative of the Flagler County Chamber of Commerce for distribution at the event.

Funding

Required Match "Overnight Stay" Special Event Grant Funds awarded pursuant to this section shall represent no more than 50% of the total cost of the event, as documents in the final event report.

What are the other sources of funding that your organization can provide to match the funds requested by the Tourist Development Council?

Apart from Ticket Buyers, the Auditorium has support from local business sponsors and individual patrons and receives limited grants from the state and from the City of Palm Coast.

How much gross income is intended to be collected from this event? Approx \$320,000

List past TDC funding:

Year	Event	Requested Amt	Award Amt	Spent Amt
2010/11	Fund 109 Operating expense Grant	\$5,000.00	\$5,000.00	\$5,000.00
2009/10	Fund 110 Special Events	\$10,000.00	\$10,000.00	\$0.00
2008/9	Fund 110 Special Events	\$20,000.00	\$10,000.00	\$10,000.00

Provide all additional contributors, sponsors, and sources of funding for this event. (If not applicable, please explain.) PLEASE SEE OUR SHOWBILL PAGES 54-56

Event History

How many years has this event taken place? 19 YEARS

Please provide the following information regarding the event for the past three (3) years prior:

Date/s	Location	Total Attendance	Out of town Guests	Verifiable Room Nights	Total Expenditures
2010/11	Flagler Auditorium	13600	35%	*not available	\$335,000.00
2009/10	Flagler Auditorium	12800	27%	275	\$295,000.00
2008/9	Flagler Auditorium	13200	not available	605	\$298,000.00

Commitment to the Expansion of Tourism in Flagler County

How does the event serve to attract out of county visitors generating hotel/motel/resort/RV/campground rentals?

Desirable Entertainment, complement visitors stay in local Hotels and campgrounds. Packaging opportunities with local hotels. Some shows have established fan bases that will travel considerable distances to see them (eg Ten tenors, Chubby Checker, Frankie Avalon in 2010/11 season)

How will the event be marketed to the fullest extent possible in an effective and efficient manner?

Widespread advertising. Cooperation with TDC staff at shows and tourism events.

*Please provide a line item marketing campaign.

How will you demonstrate a willingness to work with the tourism industry?

We have demonstrated this willingness over many years

Please provide evidence as to how the event will be self-funded in subsequent years.

The Auditorium Program is adapted each year to reflect projected funds available and economic circumstances. We do not expect the season program to generate a surplus. Any surplus funds will be reallocated to support Arts & Education

Soundness of Proposed Event

Clearly identify the event's objectives.

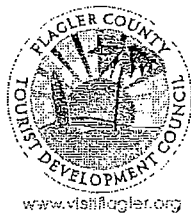
To provide a favorable environment for the stimulation, promotion, and growth of culture and art. To bring quality performances to Flagler County at affordable prices, increasing the attractiveness to potential new residents and business

What is the timetable for implementation of the event?

Sept 2011 thru June 2012

How do you intend to accomplish your slated objectives?

Book Quality shows and performers at best available prices. Continue to enhance the quality of experience at the auditorium with reinvestment into equipment and infrastructure.



FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL
1769 East Moody Boulevard
Bunnell, FL 32110
386-313-4013

FUND 110 SPECIAL EVENTS – OVER NIGHT GRANT PRE-MEETING CHECKLIST

Mandatory Consultation at least 60 days prior to submitting application with Flagler County Chamber Tourism Staff. Contact Laura Gamba, Flagler County Chamber of Commerce at 386-437-0106 x19 or email laura@flaglerchamber.org to set meeting.

Pre-Meeting Checklist

- 1. Review of Completed Grant Application
- 2. Review of Economic Impact Survey
- 3. Lodging List
- 4. Lodging Special Rate Event Form
- 5. Review of Advertising Requirements & Resources
- 6. Set Post Meeting

RGH

I hereby acknowledge that I have received the Fund 110 Special Events – Overnight Grant application package and have had all requirements and specifications explained and all questions pertaining to same answered.

Laura Gamba

Flagler County Chamber

3/31/2011

Date

Robina JM Hammett

Event Planner

3/31/2011

Date

Post Meeting Date / Time:

March 5, 2012 10:00am
+ pre meeting for the next year

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: AUG 17 1993

THE FLAGLER AUDITORIUM GOVERNING
BOARD INC
C/O ROBERT E SCHROEDER PA CPA
1 FLORIDA PARK DRIVE SUITE 221
PALM COAST, FL 32137

Employer Identification Number:
59-3079371
Case Number:
583147512
Contact Person:
ERIC C. HYLTON
Contact Telephone Number:
(404) 331-0193
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicants:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or has aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (00/CG)

**Flagler Auditorium Governing Board, Inc.
2009/10 ACTUAL , 2010/11 BUDGET**

	<u>Actual 2009/10</u>	<u>Budget 2010/11</u>
<u>NET PERFORMANCE INCOME/EXPENSE</u>		
PERFORMANCE REVENUES		
4060 • Ticket Sales	268,987.60	299,510.00
4090 • Showbill Ad Sales	0.00	20,000.00
TOTAL	<u>268,987.60</u>	<u>319,510.00</u>
GRANTS		
4220 • State Grant - Touring	0.00	2,700.00
4240 • Tourism Dev. Council Grant	10,000.00	10,000.00
4250 • City Grants	3,000.00	3,000.00
TOTAL	<u>13,000.00</u>	<u>15,700.00</u>
TOTAL PERFORMANCE RELATED INCOME	<u>281,987.60</u>	<u>335,210.00</u>
PERFORMANCE EXPENSES		
Production Costs	194,956.45	224,500.00
Contract Labor	10,308.38	25,100.00
Showbill Expense	4,005.80	12,000.00
Equipment Rental	977.50	2,000.00
Advertising		
6051 • Newspaper Advertising	26,340.47	20,000.00
6052 • Radio Advertising	3,535.00	5,000.00
6053 • Television Advertising	7,056.00	10,000.00
6054 • Phone Book/Directory Adv	140.00	150.00
6055 • Cinema		12,000.00
6056 • Season Brochures	2,370.00	2,500.00
6057 • Post Cards	2,760.00	3,000.00
6058 • Magazine Advertizing	17,790.00	15,000.00
6059 • Advertising - Other	1,584.45	3,500.00
TOTAL Advertising	<u>61,675.92</u>	<u>71,150.00</u>
Hospitality	13,904.52	10,000.00
Miscellaneous	1,950.38	0.00
Credit Card Fees	7,045.78	7,700.00
TOTAL PERFORMANCE EXPENSE	<u>294,724.73</u>	<u>352,450.00</u>
NET PERFORMANCE INCOME/(LOSS)	<u>\$ (12,737.13)</u>	<u>\$ (17,240.00)</u>

**Flagler Auditorium Governing Board, Inc.
2009/10 ACTUAL , 2010/11 BUDGET**

	<u>Actual 2009/10</u>	<u>Budget 2010/11</u>
<u>NET FUNDRAISING INCOME</u>		
PATRON CONTRIBUTIONS		
4201 - Corporate Patron Contributions	22,650.00	24,000.00
4202 - Individual Patron Contributions	30,140.00	30,000.00
4203 - Dollar Contribution (ticket)	304.00	300.00
4204 - Community outreach	100.80	100.00
4206 - Scholarship Donations	800.67	800.00
4207 - Endowment	101.00	100.00
4260 - Private Grants	7,536.87	5,000.00
4290 - General Contributions	1,703.56	0.00
PATRON CONTRIBUTIONS	63,336.90	60,300.00
FUNDRAISING EVENTS	10,995.14	28,400.00
MERCHANDISE SALES	16,080.75	17,000.00
MISCELLANEOUS INCOME	20,317.35	23,000.00
TOTAL FUNDRAISING INCOME	110,730.14	128,700.00
REPAIRS & OPERATING EXPENSE	2,996.33	3,650.00
MERCHANDISE PURCHASES	14,459.40	10,000.00
GENERAL/ADMINISTRATIVE EXPENSE	18,337.81	35,200.00
BAD DEBTS	3,025.00	1,600.00
FUNDRAISING EXPENSE	10,618.80	15,500.00
SCHOLARSHIP AWARDS	5,000.00	5,000.00
DEPRECIATION	0.00	1,500.00
FUNDRAISING & OPERATING EXPENSE	54,437.34	72,450.00
NET FUNDRAISING INCOME	\$ 56,292.80	\$ 56,250.00
Less PERFORMANCE SUBSIDY (ABOVE)	(12,737.13)	(17,240.00)
NET ADDITION TO CAPITAL AND RESERVES	\$ 43,555.67	\$ 39,010.00

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16(e)**

SUBJECT: Approval of the First Amendment to Agreement Between Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY:

On December 17, 2007, the Board of County Commissioners approved a three-year contract entitled "Agreement Between Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds". The Agreement became effective on October 1, 2007 and expired on September 30, 2010.

On September 8, 2010, the Board of County Commissioners approved a new three-year contract entitled "Agreement Between Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds". An amendment to the 2010 agreement is necessary to reflect the fiscal year 2011-12 funding allocations. The fiscal year 2011-12 operating budget for Fund 110 Promotional Activities was tentatively approved by the Tourist Development Council on August 17, 2011 and is tentatively scheduled for final approval by the Flagler County Board of County Commissioners on September 22, 2011. The operating budget includes an allocation to the Flagler County Chamber of Commerce in the amount of \$223,843 for staff & fulfillment expenses incurred by the Chamber for its role in serving as the County's tourism promotion agency. An amendment to the Agreement is necessary to incorporate the \$223,843 fiscal year 2011-12 allocation for the Flagler County Chamber of Commerce.


FUNDING INFORMATION: The proposed fiscal year 2011-12 budget includes a total of \$223,843 for this purpose in account number 110-4700-559.48-11 (Operating Expenses/Chamber of Commerce). Upon approval of this First Amendment by the Board of County Commissioners, a purchase order will be entered to encumber the funds.

DEPT./CONTACT/PHONE #: Tourist Development/Thomas Klinker/313-4008

RECOMMENDATIONS: Request the Board approve the First Amendment to the Agreement between the Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds (Attachment 2).

ATTACHMENTS:

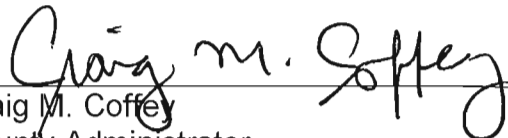
1. Agreement between Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds.
2. First Amendment to Agreement between Flagler County Board of County Commissioners and the Flagler County Chamber of Commerce, Inc. for Designation of Flagler County Tourist Development Funds.



Thomas P. Klinker, CPA, CGFO, CPFO
Financial Services Director

September 2, 2011

Date




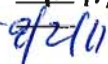


Craig M. Coffey
County Administrator

September 2, 2011

Date

Deputy County Admin.
Financial Services
Legal

Initials	Date
	
	

**AGREEMENT BETWEEN FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS
AND THE FLAGLER COUNTY CHAMBER OF COMMERCE, INC.
FOR DESIGNATION OF FLAGLER COUNTY TOURIST DEVELOPMENT FUNDS**

This AGREEMENT is made and entered into this 9TH day of SEPTEMBER, 2010, and effective the 1st day of October, 2010, by and between BOARD OF COUNTY COMMISSIONERS of FLAGLER COUNTY ("County") and FLAGLER COUNTY CHAMBER OF COMMERCE, INC. ("Chamber").

WITNESSETH:

WHEREAS, the County has relied on the Chamber for many years to provide staff and fulfillment for its tourism promotion efforts; and

WHEREAS, the Chamber desires predictability in its role as the County's tourism promotion agency for planning purposes; and

WHEREAS, the Chamber desires a three (3) year contractual commitment and the County agrees to provide such a commitment subject to annual budget review.

WHEREAS, the Chamber requested an amount of One Hundred Ninety-Six Thousand Six Hundred Fifty-one Dollars (\$196,651.00) be set aside for fiscal year 2010-2011 from the Tourist Development Council ("TDC") funds for tourist promotional related functions; and

WHEREAS, the Chamber has presented a Tourist Development Fund Promotional Activities/Marketing Advertisements plan for fiscal year 10-11 in the total amount of \$650,000; and

WHEREAS, at its meeting of August 18, 2010, the TDC approved the request of the Chamber.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The County shall encumber and disburse, upon invoice, TDC funds to the Chamber from TDC Account 110 for the full fiscal year in the total amount of \$196,651.00.
2. Funds will be reimbursed based on submittal of a bi-monthly statement with actual costs plus proper documentation (i.e., invoices, receipts) to support the expenditure. A copy of the anticipated Chamber expenditures is attached hereto as Exhibit A.



3. The Chamber shall on behalf of County act as its tourism promotion agency and shall use said TDC funds for tourism related expenditures as set forth in Section 125.0104(5), Florida Statutes, and in accordance with the Chamber's budget as approved by the County. The provisions of Florida Statutes Section 125.0104(5) and applicable County ordinances will prevail over any conflicting terms of this Agreement.
4. The County agrees to increase and fund the Chamber an additional staff member that will total three personnel positions: Vice President of Tourism Director (Full Time), Tourism Promotions and Partner Services Manager (Full Time) and a Tourism Administrative Assistant (Full Time), job descriptions attached as Exhibit B, as funding permits.
5. Based upon the FY10-11 Tourist Development Council Fund 110 Budget, the Chamber agrees to work towards implementation of product development, multi-media development and production, and research initiatives as set forth in Exhibit C attached hereto.
6. The Chamber is authorized to proceed with expenditures to implement the Tourist Development Fund 110 Promotional Activities/Marketing Advertisements Plan attached as Exhibit D. Prior to such expenditures the Chamber shall present its specific request to the TDC for approval. The County's approval by way of its Board of County Commissioners shall not be required unless the TDC requests such review and approval.
7. Any reports and accounting records created pursuant to the terms of this Agreement shall be subject to the public records provisions of Chapter 119, Florida Statutes. The County or its duly authorized representatives shall have access to, and the right to examine, any pertinent books, documents, and records of the Chamber related to expenditure of TDC funds pursuant to this Agreement. The Chamber shall maintain appropriate accounting records as to the expenditure of TDC funds in accordance with recognized and customary accounting procedures.
8. Should the Chamber obligate itself to any expenditures contingent upon receipt of TDC funds from the County, it does so at its own financial risk and financial obligation.
9. Any expenditure not approved by the TDC shall be the responsibility of the Chamber.
10. In the event of termination of this Agreement by the Chamber or County, all remaining funds allocated to the Chamber for FY10-11 related functions shall be unencumbered and returned to Fund 110 for additional expenditures.
11. This agreement between the County and the Chamber shall continue for three (3) fiscal years unless either party provides written notice on or before August 1st prior to the next succeeding fiscal year of a decision to terminate this Agreement.

A handwritten signature in black ink, appearing to be 'S. S. S.', located in the bottom right corner of the page.

Such termination shall be effective as of September 30 following the notice of termination unless the parties agree to an earlier or later date of termination. Termination by either party can be without cause. In the event the agreement automatically renews for a succeeding fiscal year, the amount and specification of funding, including Exhibits A, B, C and D hereto, shall be as adopted by the County for the succeeding fiscal year. Such action shall be contained in a short form amendment to this Agreement.

12. For a violation of this Agreement or applicable law, either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the grounds therefore. Such termination for cause can be effected at any time during the fiscal year. The parties may agree to extend or shorten the termination date.
13. Any such notice required by this Agreement shall be in writing and shall be addressed to the parties as follows:

For COUNTY:

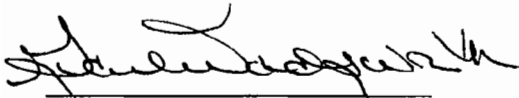
Flagler County Board of County Commissioners
1769 E. Moody Boulevard, Suite 302
Bunnell, FL 32110
ATTN: County Administrator

For FLAGLER COUNTY CHAMBER OF COMMERCE, INC.

Flagler County Chamber of Commerce, Inc.
20 Airport Road
Bunnell, FL 32110
ATTN: Executive Director

SIGNED this 9TH day of SEPTEMBER, 2010.

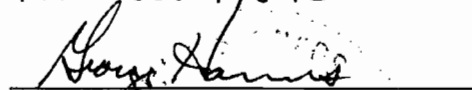
ATTEST:




Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

APPROVED: 9-8-10

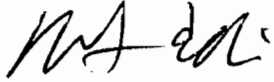

George Hanns, Chairman

APPROVED AS TO FORM:


Albert J. Hadeed, County Attorney

**FLAGLER COUNTY CHAMBER
OF COMMERCE**

ATTEST:



Corporate Secretary



President



**Flagler County Chamber of Commerce
FY2011 TDC Staff & Fulfillment
(County & Chamber)**

EXHIBIT A



Description	2010 Budget	2010 To Date	2010 Avail to Date	2011 Proposed	Expense Explanation
Postage	7,839	4,762	3,077	8,800	30,000 Fulfillment Pcs - \$.26 per piece = \$7,800 400 Relocation Packs - \$2.50 per pack = \$1,000
Telephone	720	707	13	1,440	Based on 3 phone line and Ad 800 lines
Utilities	400	178	222	600	Based on 6% of Bill
Rent	5,760	4,320	1,440	7,680	Allocation by Square Footage
Staff	103,196	72,821	30,375	150,900	Salary / Taxes / Benefits for 3 Employees
Computers / Software	1,400	1,050	350	4,000	Yearly Computer Services - 3 Computers & 2 New Computers VP & Admin
Memberships to Organizations	2,835	2,885	-50	4,161	Annual Membership Fees
Travel (Conferences / Meetings/Tradeshows)	3,000	4,233	-1,233	5,500	Airline, hotel, parking, meals, etc.
Conferences / Meetings Event Registration Fees	1,230	1,029	201	4,570	Registration Fees
Contingency	1,500	2,274	-774	1,500	*
Supplies/Office Furniture	1,500	1,374	126	3,500	
Mileage	3,110	2,564	546	4,000	
Total Expenditures	132,490	98,197	34,293	196,651	

County Operating Expense 14,857
TOTAL 211,508

9/1/2010

EXHIBIT B

VICE PRESIDENT OF TOURISM DEVELOPMENT

Full Time Salaried Position

Performs executive and supervisory work directing and coordinating a comprehensive program of tourism development and promotion for Flagler County and the Flagler County Tourist Development Council.

- Requires the exercise of considerable independence and judgment and reports to President of Flagler County Chamber of Commerce.
- Significant intra-governmental, state-governmental, business, media and public contact
- Implement current 2010-12 Strategic Marketing Plan for Flagler County, approved by the TDC.
- Identifies short and long term issues; recommends initiatives, evaluates initiatives and provides information and commentary relative to deliberations; implements directives from the TDC.
- Develops integrated marketing, advertising, media and public relations strategy and tactics; identifies tourist demand, monitors competition, and establishes needed product.
- Represents Flagler County and TDC in cooperative local, regional, state, national and international promotional efforts; fosters intra-governmental, business, media and public awareness of tourism issues
- Coordinates efforts with other County entities including intra-governmental departments and private sector organizations.
- Directs market research activity and interprets statistical data to evaluate the impact of tourism as it relates to developing initiatives.
- Develops annual TDC Fund 110 Tax Budget for approval by the TDC Council & BOCC
- Revises marketing plan on an annual basis for TDC Approval based on current strategic plan
- Compiles and analyzes economic impact data
- Directs tourism activity and administration; supervises staff, assigns and monitors work product and appraises effectiveness
- Maintains and strengthens professional and technical knowledge by attending industry conferences and events, reviewing professional publications, establishing professional networks and participating in industry development organizations.
- Attend all TDC meetings
- Supply the TDC with monthly updates on actions the Chamber has taken to promote tourism
- Work with TDC in strengthening process of the special events grant program in streamlining the process for event planners and TDC to easily determining eligibility for grant funding.
- Manages Visit Florida & regional partnership development in advertising & public relations
- Develop industry promotions and partnerships through cooperative marketing programs
- Develop and maintain a customer service program for tourist related industries
- Develops and implement familiarization tours for travel media including budget, logistics and negotiation of sponsorships commitments.
- Educate local community on TDC funding, efforts and accomplishments by seeking out opportunities to speak at events, radio, email, etc.
- Enhance current communication resource tools to better serve our local tourism businesses
- Supervise continued development of www.visitflagler.org (the TDC's website)
- Enhance Booking Engine functionality and accommodation participation
- Research all opportunities to increase tourism in Flagler County
- Work to develop niche markets in sporting events & ecotourism
- Develop partnerships with regional events to draw business into Flagler County during event periods



TOURISM PROMOTIONS & PARTNER SERVICES MANAGER

Full Time Salaried Position

Performs as support to the Vice President of Tourism Development assisting in accomplishing initiatives set to develop a comprehensive program of tourism development and promotion for Flagler County and the Flagler County Tourist Development Council.

Position reports to the Vice President of Tourism Development

Job Responsibilities:

- Must have strong organizational skills and leadership qualities
- Reports directly to Vice President of Tourism Development
- Develops, coordinates and communicates new tourism partner services (i.e. distribution of inquiry leads, email communication, promotions)
- Research and Development a complete County Sports Facility Inventory
- Research and gain knowledge of Sporting Event Planners requirements & needs
- Aggressively search out event leads and coordinate with local businesses and intra-governmental agencies to assist in bringing events to Flagler County (focus on shoulder seasons)
- Manage Pre & Post Special Event Grant Application Meetings and manage services offered to event planners regarding exposure to event.
- Develop and implement Social Media strategies by staying current on all aspects of Twitter, Facebook, LinkedIn and other social media sites
- Research how to optimize the social media sites while driving visitors to engage in following Visitflagler's sites.
- Conducting internet and database research to assist in accurate and effective reporting
- Coordination and scheduling of sales and marketing promotions in an optimized results driven manner.
- Set up and implement promotions to drive awareness of IFlagler.mobi site
- Attend New Member Orientation for Flagler County Chamber of Commerce & Tourism Related Events
- Schedule Internet seasonal promotions
- Track Internet marketing activities and results
- Coordinate projects to ensure delivery of targeted results
- Regularly report promotion forecast and actual results
- Manage campaign performance and make optimization recommendations.
- On-going Develop and Enhancement of visitflagler.org web site
- Manage VF public relation opportunities, press relations, write articles for blogs, newsletters, publications, partner enewsletter, visitor enewsletter and much more.
- Assist with travel writer, media, editorial requests and Media Fam Tour Coordination
- Attend Trade Shows in target markets to promote Flagler County as a desirable destination
- Assisting in implementation of marketing collateral and advertising campaign deadlines
- Research and implement intern program
- Attend TDC, County and various meetings/conferences/trade shows regarding tourism with or on behalf of VP of Tourism Development
- Assist VP of Tourism Development with various duties and supervision of Tourism Administrative Assistant



TOURISM ADMINISTRATIVE ASSISTANT**Full Time Salaried Position**

Performs as support to the Vice President of Tourism Development & Tourism Promotions & Partner Services Manager assisting in accomplishing initiatives set to develop a comprehensive program of tourism development and promotion for Flagler County and the Flagler County Tourist Development Council.

Position reports to Vice President of Tourism Development

- Self-starter with strong organizational skills and teamwork qualities
- Prior executive level support experience (recent) is required for this position.
- Responsible for full use of MS Office Suite to include Excel, Word, Powerpoint and Outlook. Advanced knowledge of each program will be necessary and tested.
- Duties will include composing correspondence, calendar maintenance, international and domestic travel arrangements.
- Answer and respond to visitor inquiries via telephone, email, in person or mail.
- Creating and maintaining several inquiry and vendor databases
- Assisting in distribution of e-newsletters, email blasts; assisting in researching, writing, organizing and producing vendor responses.
- Maintaining Monthly Advertising Tracking Report
- Assisting in implementation of marketing collateral and advertising campaign deadlines in coordination with Tourism Promotions & Partner Services Manager
- Coordinating seminars and events for Tourism Team
- Maintaining an inventory of marketing material
- Creating and maintaining Powerpoint presentations as requested for the Tourism Team.
- Generate monthly event listings and provides editorial research support.
- Assist with administrative needs for all membership organizations the Vice President of Tourism Development & Tourism Promotions & Partner Services Manager have membership and or acts as Board of Director member.
- Organize and oversee advertisement leads and fulfillment process
- Assist in setting up and organizing meetings, speaking engagements, tradeshow, travel expo, National Tourism Week events, etc.
- Organize and update electronic and hard filing system on advertisement and marketing information
- Monthly research and updating of Dining Guide, Attractions, Accommodations, etc. database listings in word document.
- Collect and update tourism industry database profile, calendar of events on the website, Hot Deals, etc. on TDC website in coordination with Tourism Promotions & Partner Services Manager
- Maintain content and utilize content management system for updating on TDC website
- Search and save tourism related news in Flagler County by starting Clippings file
- Work with TDC Secretary at County regarding meetings, invoicing, providing monthly agenda items and packets for TDC Meeting.
- Work within timelines and ensure goals are met on time and within budgets
- Communicate with Chamber of Commerce and County staff
- Communicate with community organizations for information to be included in the Calendar of Events and web database for TDC website.
- Organizing and seeking out volunteer assistance when needed.
- Assist in keeping tourism collateral readily available in visitor lobby and for fulfillment
- Providing general administrative support to the VP of Tourism Development & Tourism Promotions & Partner Services Manager
- Maintain supplies needed by Tourism Team
- Performs related work as assigned

2011 TDC ADVERTISING CAMPAIGN PROPOSAL
Product Development

EXHIBIT C

TRADE SHOWS	Description	Dates	Promoter	Cost
Southern Womens Show	Consumer - 30,000 Attendance - Orlando, FL	October 21-24, 2010	C&L Travel Marketing Corp	\$700
2010 FL Snowbird Extravaganza	Consumer / 60% Canadians & 40% US Winter Res.	January 26 & 27, 2011	C&L Travel Marketing Corp	\$700
SITV - Montreal, Canada	Consumer Travel Show	October 22-24, 2011	Laura	\$1,500
Miami NBC Travel Expo	Consumer / Exp. 20K travel-interested consumers	December 13-14, 2009	Laura	\$1,600
Travel & Adventure Show	New York	October 16 - 17	Laura	\$2,900
Florida Birding & Foto Fest	St. Augustine Birding Festival	April 2010	Laura	\$100
		Total		\$7,500
MEDIA FAM TOURS	Description	Dates		Cost
Outdoor Recreation & Sports	Travel Writers Media Tour	Feb 2011	Flagler Chamber	\$3,512
Nature, Beach & History	Travel Writers Media Tour	May 2011	Flagler Chamber	\$3,512
AAA Sales Blitz	Set Appt with FL & GA AAA Offices	August 2011	Flagler Chamber	\$2,000
		Total		\$9,024

AW

2011 TDC ADVERTISING CAMPAIGN PROPOSAL
Research

EXHIBIT C



Company	Product/Service	Dates	Cost
Smith Travel Research	STAR Report w/ County Competitive Sets	10/10 - 9/11	\$3,781
	Total		\$3,781

2011 TDC ADVERTISING CAMPAIGN PROPOSAL
Multi Media Development & Production

EXHIBIT C



Company / Median	Product/Service	Dates	Cost
Zgraph	Site Hosting/Enhancements & Site Updates	10/10 - 9/11	\$5,000
Marlin Consulting Inc.	SEO Management of Website	10/10 - 9/11	\$11,472
Miles Media / Jack Rabbit	Annual Lease	10/10 - 9/11	\$5,400
Visit Florida Welcome Center	Brochure Distribution	10/10 - 9/11	\$572
Flagler County Chamber of Commerce	Graphic Design Services	10/10 - 9/11	\$3,000
Print & Promotion Items	Flyers / Trade Show Promotions/Rollup Graphics	10/10 - 9/11	\$4,379
Collateral Printing	Fulfillment Broch/Trails Guide/Flagler Cty Map	10/10 - 9/11	\$25,000
Total			\$54,823

Flagler County TDC - Fund 110
Working Marketing Plan FY 10-11

EXHIBIT D

[Signature]

Medium	Geotarget	Circ/Imp	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Cost A
Tradeshows	Reference Tradeshov Listing														\$7,500
Media Tours	3 Themed Media Tours							X						X	\$7,624
Smith Travel Research	n/a	n/a	X	X	X	X	X	X	X	X	X	X	X	X	\$3,781
Zgraph	Web Host/Enhancements/Maintenance etc.	n/a	X	X	X	X	X	X	X	X	X	X	X	X	\$5,000
Marlin Consulting	SEO Management		X	X	X	X	X	X	X	X	X	X	X	X	\$11,472
Miles Media	Jack Rabbit / Book Direct Engine Lease	visitflagler.org	X	X	X	X	X	X	X	X	X	X	X	X	\$5,400
Visit Florida Welcome Centers	Florida (2 brochure spots in all 5)	Varies	X	X	X	X	X	X	X	X	X	X	X	X	\$572
Flagler County Chamber	Graphic Design Services	\$35/Hour	X	X	X	X	X	X	X	X	X	X	X	X	\$3,000
Print & Promotion Items	Rollup Tradeshov Graphics, Info Bags, Flyers etc.														\$4,379
Collateral Printing	Fulfillment Brochure, Trails Guide & Flagler County Map	Quantity Varies													\$25,000
GRAND TOTAL															\$378,492

Adopted Budget

**FIRST AMENDMENT TO AGREEMENT BETWEEN FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS
AND THE FLAGLER COUNTY CHAMBER OF COMMERCE, INC.
FOR DESIGNATION OF FUNDS FROM THE
FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL**

THIS FIRST AMENDMENT is made and entered into this 7th day of September, 2011, between BOARD OF COUNTY COMMISSIONERS of FLAGLER COUNTY (“County”) and the FLAGLER COUNTY CHAMBER OF COMMERCE, INC. (“Chamber”).

WITNESSETH:

WHEREAS, the County has relied on the Chamber for many years to provide staff and fulfillment for its tourism promotion efforts; and

WHEREAS, the Chamber desires predictability in its role as the County’s tourism promotion agency for planning purposes; and

WHEREAS, the Chamber requested an amount of Two Hundred and Twenty-Three Thousand Eight Hundred and Forty-Three Dollars (\$223,843.00) be set aside for fiscal year 2011-2012 from the Tourist Development Council (“TDC”) funds for tourist promotional related functions; and

WHEREAS, the Chamber has presented a Tourist Development Fund Promotional Activities/Marketing Advertisements plan for fiscal year 2011-12 in the total amount of \$800,000; and

WHEREAS, at its meeting of August 17, 2010, the TDC approved the request of the Chamber; and

WHEREAS, the County and the Chamber previously entered into a certain Agreement dated September 8, 2010, and effective October 1, 2010, providing for Tourist Development Council (“TDC”) funds to be set aside for tourist promotional related functions; and

WHEREAS, pursuant to its terms, the Agreement automatically renewed for the 2011-12 fiscal year, therefore necessitating an amendment to the amount and specification of funding as set forth in Section 1 of the Agreement; and

WHEREAS, the County and the Chamber wish to amend the Agreement to reflect the 2011-12 fiscal year funding specifications.

NOW, THEREFORE, the Agreement is hereby amended as follows:

Section A.

Sections 1, 4, 5, and 10 of the Agreement shall be amended as follows:

1. Subject to the availability of tourist development tax revenue, the County shall encumber and disburse, upon invoice, TDC funds to the Chamber from TDC Account 110 for fiscal year 2011-12 in the total amount of \$223,843.00.
4. The County agrees to increase and fund the Chamber an additional staff member that will total four personnel positions: Vice President of Tourism Development (Full Time), Tourism Promotions and Partner Services Manager (Full Time), Tourism Administrative Assistant (Full Time) and Visitor Liaison (Part-Time), job descriptions attached as Exhibit B, as funding permits.
5. Based on the fiscal year 2011-12 Tourist Development Council Fund 110 Budget, the Chamber agrees to work towards implementation of the product development and research initiatives as set forth in Exhibit C, attached hereto.
10. In the event of termination of this Agreement by the Chamber or County, all remaining funds allocated to the Chamber for fiscal year 2011-12 related functions shall be unencumbered and returned to Fund 110.

Section B.

All other terms and conditions of the Agreement shall remain in full force and effect.

This First Amendment is effective as of October 1, 2011, and was approved this 7th day of September, 2011.

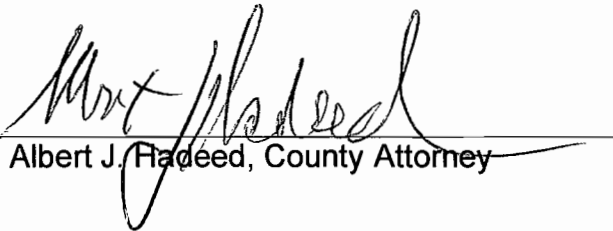
ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Gail Wadsworth, Clerk of the Circuit Court
and Ex-Officio Clerk to the Board of
County Commissioners

Alan C. Peterson, Chairman

APPROVED AS TO FORM:



Albert J. Hadeed, County Attorney



ATTEST:

**FLAGLER COUNTY CHAMBER OF
COMMERCE**

Corporate Secretary

President

A handwritten signature in black ink, appearing to be 'S. Stet' or similar, located in the bottom right corner of the page.

EXHIBIT A

**FY2012 TDC Staff & Fulfillment
(County & Chamber)**

Description	2011 Budget	2012 Proposed	Expense Explanation
Postage	8,800	9,500	Advertisement Fulfillment & Relocation Packets
Telephone	1,440	2,160	Based on 3 phone line, Ad 800 lines & Internet Services
Utilities	600	600	Based on 6% of Bill
Rent	7,680	8,405	Allocation by Square Footage X 3% Increase / % Storage Unit for Collateral
Staff	150,900	170,325	Salary / Taxes / Benefits for 3 Full Time & Salary only 1 Part-Time Employee
Computers / Software	4,000	2,500	Yearly Computer Services - 3 Computers & Updated Software Needs
Memberships to Organizations	4,161	6,732	Annual Membership Fees
Travel	5,500	6,500	Airline, hotel, parking, meals, etc.
Conferences / Meetings	4,570	7,121	Registration Fees
Contingency	1,500	2,000	
Supplies/Office Furniture	3,500	5,000	
Mileage	4,000	3,000	
Total Expenditures	196,651	223,843	

2012 County Expenses

14,757
\$238,600

EXHIBIT B

TOURISM PROMOTIONS & PARTNER SERVICES MANAGER

Full Time Salaried Position

Performs as support to the Vice President of Tourism Development assisting in accomplishing initiatives set to develop a comprehensive program of tourism development and promotion for Flagler County and the Flagler County Tourist Development Council.

Position reports to the Vice President of Tourism Development

Job Responsibilities:

- Must have strong organizational skills and leadership qualities
- Reports directly to Vice President of Tourism Development
- Develops, coordinates and communicates new tourism partner services (i.e. distribution of inquiry leads, email communication, promotions)
- Editor of Partner Portal and The Source Visitor's Quarterly E-newsletter
- Research, development and maintenance of a complete County Sports Facility Inventory & Sports Calendar of Events
- Chair and organization function of Sports Committee to assist in meeting sports initiatives within Strategic Plan
- Research and gain knowledge of Sporting Event Planners requirements & needs
- Aggressively search out event leads and coordinate with local businesses and intra-governmental agencies to assist in bringing events to Flagler County and assist with current events (focus on shoulder seasons)
- Manage Pre & Post Special Event Grant Application Meetings and manage services offered to event planners regarding exposure to event.
- Develop and implement Social Media strategies by staying current on all aspects of Twitter, Facebook, YouTube and other social media sites
- Research how to optimize the social media sites while driving visitors to engage in following Visitflagler's sites.
- Conducting internet and database research to assist in accurate and effective social media reporting
- Coordination and scheduling of sales and marketing promotions in an optimized results driven manner.
- Attend New Member Orientation for Flagler County Chamber of Commerce & Tourism Related Events
- Manage VF public relation opportunities, press relations, write articles for blogs, newsletters, publications, partner enewsletter, visitor enewsletter and much more.
- Assist with travel writer, media, editorial requests
- Attend Trade Shows and Media Missions in target markets as set by Vice President of Tourism Development to promote Flagler County as a desirable destination
- Assisting Vice President of Tourism Development in implementation of marketing collateral and advertising campaign deadlines
- Attend TDC, County and various meetings/conferences/trade shows regarding tourism with or on behalf of VP of Tourism Development
- Assist VP of Tourism Development with various duties and supervision of Tourism Administrative Assistant and Part-Time Visitor Liaison
- Performs related work as assigned



VICE PRESIDENT OF TOURISM DEVELOPMENT

Full Time Salaried Position

Performs executive and supervisory work directing and coordinating a comprehensive program of tourism development and promotion for Flagler County and the Flagler County Tourist Development Council.

- Requires the exercise of considerable independence and judgment and reports to President of Flagler County Chamber of Commerce.
- Significant intra-governmental, state-governmental, business, media and public contact
- Implement current 2010-12 Strategic Marketing Plan for Flagler County, approved by the TDC.
- Identifies short and long term issues; recommends initiatives, evaluates initiatives and provides information and commentary relative to deliberations; implements directives from the TDC.
- Develops integrated marketing, advertising, media and public relations strategy and tactics; identifies tourist demand, monitors competition, and establishes needed product.
- Represents Flagler County and TDC in cooperative local, regional, state, national and international promotional efforts; fosters intra-governmental, business, media and public awareness of tourism issues
- Coordinates efforts with other County entities including intra-governmental departments and private sector organizations.
- Directs market research activity and interprets statistical data to evaluate the impact of tourism as it relates to developing initiatives.
- Develops annual TDC Fund 110 Tax Budget for approval by the TDC Council & BOCC
- Revises marketing plan on an annual basis for TDC Approval based on current strategic plan
- Compiles and analyzes economic impact data
- Directs tourism activity and administration; supervises staff, assigns and monitors work product and appraises effectiveness
- Maintains and strengthens professional and technical knowledge by attending industry conferences and events, reviewing professional publications, establishing professional networks and participating in industry development organizations.
- Attend all TDC meetings
- Supply the TDC with monthly Marketing Activity Report showing marketing results the Chamber has accomplished in the promotion of tourism
- Work with TDC in strengthening process of the special events grant program in streamlining the process for event planners and TDC to easily determine eligibility for grant funding.
- Manages Visit Florida & regional partnership development in advertising & public relations
- Develop industry promotions and partnerships through cooperative marketing programs
- Develop and maintain a customer service program for tourist related industries
- Develops and implement travel media engagement including budget, logistics and negotiation of sponsorships commitments.
- Educate local community on TDC funding, efforts and accomplishments by seeking out opportunities to speak at events, radio, email, etc.
- Enhance current communication resource tools to better serve our local tourism businesses
- Supervise continued development of www.visitflagler.org (the TDC's website)
- Enhance Booking Engine functionality and accommodation participation
- Research all opportunities to increase tourism in Flagler County
- Work to develop niche markets in sporting events & ecotourism
- Develop partnerships with regional events to draw business into Flagler County during event periods



TOURISM ADMINISTRATIVE ASSISTANT

Full Time Salaried Position

Performs as support to the Vice President of Tourism Development & Tourism Promotions & Partner Services Manager assisting in accomplishing initiatives set to develop a comprehensive program of tourism development and promotion for Flagler County and the Flagler County Tourist Development Council.

Position reports to Vice President of Tourism Development and/or Tourism Promotions & Partner Services Manager

Immediate supervision regarding daily workload overseen and directed by Tourism Promotions and Partner Services Manager:

- Confident in fast pace environment and heavy work load
- Self-starter with excellent and strong organizational skills and teamwork qualities
- Extensive executive level support experience is required for this position.
- Strong initiative and excellent follow-up skills
- Organize and oversee advertisement leads and fulfillment process effectively and efficiently
- Maintain content and utilize content management system for updating on visitflagler.org website
- Work within timelines and ensure goals are met on time and within budget
- Strong ability to take direction and communicate regarding prioritization of work load
- Excellent and accurate proofreading skills necessary
- Duties will include composing correspondence, extensive calendar maintenance, international and domestic travel arrangements.
- Research and posting of Calendar of Events information on visitflagler.org and visitflorida.com websites.
- Answer and respond to visitor inquiries via telephone, email, in person or mail.
- Timely maintenance of several inquiry and vendor databases
- Weekly maintenance of Advertising Tracking Report
- Assisting in distribution of marketing collateral
- Experience and knowledge in technical setup for seminars and events
- Coordinating seminars and events for Tourism Team
- Maintaining an inventory of marketing material & promotional items
- Creating and maintaining powerpoint presentations as requested for the Tourism Team
- Provides editorial research support as needed
- Assist with administrative needs for all membership organizations the Vice President of Tourism Development & Tourism Promotions & Partner Services Manager have membership and or acts as Board of Director member to include accurate filing and organization pertinent documentation.
- Organize and update electronic and hard filing system on advertisement and marketing information
- Consistent research and updating of Dining Guide, Attractions, Accommodations, etc. database listings in word document.
- Collect and update calendar of events, Hot Deals, Vacation Packages and other specials etc. on visitflagler.org website in coordination with Tourism Promotions & Partner Services Manager
- Search and save tourism related news in Flagler County by maintaining Clippings File
- Work with TDC Secretary at County regarding meetings, invoicing, providing monthly agenda items and packets for TDC Meeting.
- Communicate with Chamber of Commerce and County staff
- Prepare and Review Backup for Monthly Staff & Fulfillment Invoices
- Communicate with community organizations for information to be included in the Calendar of Events and web database for visitflagler.org
- Organizing and seeking out volunteer assistance for projects and lead fulfillment.
- Assist in keeping tourism collateral readily available in visitor lobby and for fulfillment
- Maintain report, tracking and other miscellaneous informational resource binders for Team Tourism as needed
- Providing general administrative support to the VP of Tourism Development & Tourism Promotions & Partner Services Manager
- Maintain supplies needed by Tourism Team
- Performs related work as assigned



TOURISM VISITOR LIASON
Part Time / Hourly Position

Job Description

General Summary:

The Visitor Liaison is an essential link between the visitor and service providers. This position will work at the Visitors Center located at the Flagler Beach Museum, Flagler Beach. The Visitor Liaison will work 15 hours over a set schedule on Friday - Sunday to ensure visitors have an information center to visit seven days per week. The visitor liaison is an essential role in the promotion of Flagler County. This individual will be available to provide answers to questions about the Flagler County's lodging, attractions, restaurants, history, events and more.

Position will report to the Flagler County Chamber of Commerce, Vice President of Tourism and/or Tourism Promotions & Partner Services Manager.

Essential Responsibilities:

- Greet visitors and assist visitors
- Assist visitors on telephone
- Answer questions and provide accurate information about Flagler County
- Distribute, maintain and inventory collateral within the visitors center
- Promote local businesses within Flagler County
- Maintain daily logs of visitors to the Flagler Beach Museum Visitor's Center

Knowledge, Skills and Abilities:

- High School Diploma
- A college diploma or vocational training in tourism preferred
- Excellent communication skills
- Good customer service skills
- Knowledge of Flagler County's lodging, attractions, restaurants and events preferred
- Knowledge and Experience in Computer- Microsoft Office & Utilization of Internet as a resource when needed to assist a visitor (i.e. map quest for directions)
- General Administrative Duties

Hours of Need:

Friday	1P – 4P
Saturday	10A – 4P
Sunday	10A – 4P



**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 17**

SUBJECT: Approval of a Memorandum of Understanding Reaffirming Being a Member of the First Coast Consortium Assisting in the Creation and Implementation of the Regional Plan for Sustainable Development and Executing a Letter Supporting an Application for a Housing and Urban Development Sustainable Communities Regional Planning Grant.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: On August 26, 2011, staff received a request from the Northeast Florida Regional Council requesting Flagler County sign a Memorandum of Understanding (MOU) reaffirming the Flagler County Board of County Commissioners' commitment to being a member of the First Coast Consortium (Attachment 1). The Consortium is the group that assists in the creation and implementation of the Regional Plan for Sustainable Development. The First Coast Consortium was created in 2010 to support an application to the Department of Housing and Urban Development (HUD) to create a regional plan for sustainable development. On August 2, 2010, the Commission approved the support of the application by providing a letter of support that accompanied the application and enabled Flagler County to be an active participant as a member of the First Coast Consortium. That application was not funded.

Efforts are underway to again pursue making application for the Housing and Urban Development Sustainable Communities Regional Planning Grant. If funded, the grant uses First Coast Vision to form a Strategic Regional Policy Plan update that will be the plan for the Region.

HUD is requesting each participant provide a new commitment in the form of an MOU to accompany the 2011 application as well as a letter of support (Attachment 2). The MOU is reaffirming the County's commitment to being a member the Consortium. Additionally, the MOU is a commitment to "livability principles", but does not include any financial obligation or any restriction on future actions.

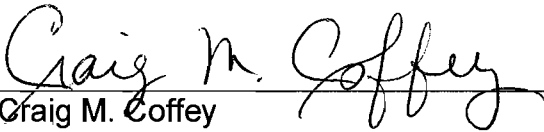
FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Craig Coffey, County Administrator/ 313-4001

RECOMMENDATIONS: Recommend the Board approve the Memorandum of Understanding reaffirming being a member of the First Coast Consortium assisting in the creation and implementation of the regional plan for sustainable development and execute the letter of support for the Housing and Urban Development Sustainable Communities Regional Planning Grant.

ATTACHMENT:

1. Memorandum of Understanding
2. Letter of Support for the Housing and Urban Development Sustainable Communities Regional Planning Grant




Craig M. Coffey
County Administrator

8/31/11

Date

Deputy County Admin.
Financial Services
Legal

Initials	Date
SS	8-31-11
	8/31/11

**FIRST COAST CONSORTIUM
MEMORANDUM OF UNDERSTANDING
FOR THE
NORTHEAST FLORIDA REGION**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide a mutual understanding in support of the signatory agencies, organizations, governments, and individuals that will be working in cooperation to: 1) prepare a successful HUD Sustainable Communities Regional Planning grant application; and 2) complete the work funded under the grant.

II. Background

On July 28, 2011, the U.S. Department of Housing and Urban Development (HUD) released a Notice of Funding Announcement for the Sustainable Communities Regional Planning grant program. HUD has partnered with the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Transportation (DOT) to help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities nationwide. A set of guiding livability principles and a federal interagency partnership agreement is intended to guide their efforts in coordinating federal housing, transportation, and other infrastructure investments designed to protect the environment, promote equitable development, and help to address the challenges of climate change.

Three federal agencies have made a commitment to utilize the integrated regional plans or visions to guide their planning and funding decision-making. Funding to these metropolitan regions would generally be directed towards programs and projects identified in “Regional Plans for Sustainability” aimed at increasing transportation choices, reducing combined housing and transportation costs for American families, improving the quality of life in communities, and improving the natural and built environment.

III. Agreement

Whereas, there is a recognized need among the signatories for a coordinated, collaborative regional effort to prepare and carry out a successful Sustainable Communities Regional Planning grant application and work program; and

Whereas, a Sustainable Communities Regional Planning grant application and work program will be prepared and managed by the Northeast Florida Regional Council, and an Executive Committee comprised of North Florida TPO, City of Jacksonville, ULI North Florida, Health Planning Council of Northeast Florida, Inc., the Regional Community Institute of Northeast Florida and JaxUSA Partnership for Regional Development, in cooperation with MOU signatories, including, but not limited to, Flagler County Government, with the intent of establishing a comprehensive regional plan or vision identifying critical projects and infrastructure to: 1) improve the Region's sustainability; and 2) assist and guide federal funding agencies in prioritizing and focusing future federal investment in Northeast Florida; and

Whereas, the signatories agree to the best of their abilities and within the limits of their budgets to work cooperatively on the grant application and funded project; and

Whereas, any private sector organization, non-profit, academic or research institution, philanthropic partner, community organization, governmental entity, individual, or intermediary agency that bears responsibility for or has an interest in the sustainable development and redevelopment of Northeast Florida may be a partner and signatory to this MOU; and

Whereas, each of the signatories to this MOU understands communities, growth and development, and/or the environmental, transportation, social, and economic and community development implications of a regional plan for sustainable development and its potential impact on our region and its people; and

Whereas, each of the signatories to this MOU is committed to following the Livability Principles relating to the sustainable development and redevelopment of Northeast Florida:

1. **Provide more transportation choices.** Develop safe, reliable and economic transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
2. **Promote equitable, affordable housing.** Expand location-and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility, and lower the combined cost of housing and transportation.
3. **Enhance economic competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services, and other basic needs by workers as well as expanded business access to markets.
4. **Support existing communities.** Target funding toward existing communities through such strategies as transit-oriented, mixed-use development and land recycling – to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.
5. **Coordinate policies and leverage investment.** Align policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.
6. **Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods – rural, urban or suburban.

7. **Enhance community resiliency to the impacts of Climate Change.** Enhance community resiliency to the impacts of climate change through the development of mitigation and adaptation strategies.

Whereas, any regional plan document developed under the grant will support these Livability Principles and should, to the greatest extent possible and where appropriate, be built upon the foundation of work that has been accomplished and undertaken in the region where existing plans, partnerships, and processes enhance regional planning, coordination and efficiency, reduce unnecessary duplication of effort and responsibilities, and add clarity and accountability to implementation processes.

Now, Therefore, this MOU is established to create a framework for coordinating efforts related to the preparation of a successful grant application and successfully completing the work funded under the grant.

IV. Programming, Budgeting, Funding and Reimbursement Arrangement

- a. This MOU is neither a fiscal nor a funds obligation document. Any transfer of funds between parties may take place through existing authorities and procedures.
- b. Generally, any endeavor involving the transfer of funds will follow normal procurement or other appropriate processes and will be affected in writing by representatives of the organizations involved.
- c. This MOU in no way restricts the signatories from participating in similar activities or arrangements with other entities or agencies.
- d. Nothing in this MOU shall obligate the signatories to expend appropriations, obligate funds or enter into any contract or other agreement.

V. Effective Date

This MOU will become effective upon signature by any two parties. Any Party may terminate its participation in this MOU upon written notice to the other Parties. The provisions of the MOU will be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon.

VI. Other Memorandum of Understandings

This MOU supersedes one executed in support of a Sustainable Communities regional Planning grant application submitted in August 2010 on this topic among some of the Parties hereto.

VII. Signatures

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party has signed this five-page agreement on a separate page. The original signature pages are on file at the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida, 32216.

**FIRST COAST CONSORTIUM
MEMORANDUM OF UNDERSTANDING
FOR THE
NORTHEAST FLORIDA REGION**

By my signature below, my organization/agency becomes a signatory to the First Coast Consortium Memorandum of Understanding for the Northeast Florida Region, dated September 7, 2011. I understand that the MOU will be executed in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. This original signature page will be kept on file at the Northeast Florida Regional Council.

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

ATTEST:

Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

Alan Peterson, Chairman

APPROVED AS TO FORM:

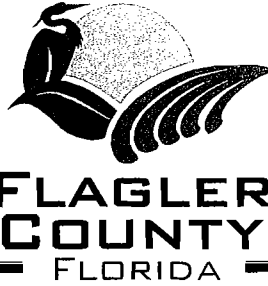

Al Hadeed, County Attorney

Please return to:

Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216
Attention: Margo Moehring

**Board of County
Commissioners**

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.org

Phone: (386)313-4001

Fax: (386)313-4101

September 7, 2011

Mr. Brian Teeple
Chief Executive Officer
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216

Re: HUD Sustainable Communities Planning Grant

Dear Mr. Teeple:

On behalf of Flagler County Board of County Commissioners, I wish to express support for the First Coast Consortium's funding request for the HUD Sustainable Communities Planning Grant.

We support the creation and implementation of a Regional Plan for Sustainable Development. We also support the program goal of fostering a sustainable Region that is consistent with the Livability Principles:

- Provide more transportation choices
- Promote equitable, affordable housing
- Enhance economic competitiveness
- Support existing communities
- Coordinate goals and leverage investments
- Value communities and neighborhoods

We hope that the Department of Housing and Urban Development will fund this important effort.

Sincerely,

Alan Peterson, Chairman
Flagler County Board of County Commissioner

ATTACHMENT 2

Alan Peterson
District 1

Milissa Holland
District 2

Barbara Revels
District 3

Nate McLaughlin
District 4

George Hanns
District 5

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 17a

SUBJECT: Approval of the Resolution and Supplemental Joint Participation Agreement No. 1 with the Florida Department of Transportation (FDOT) to Assist With Funding for the Construction of T-Hangars at the Flagler County Airport in the Amount of \$458,242.00.

DATE OF MEETING: September 7, 2011

OVERVIEW: The Florida Department of Transportation has been working diligently with the County to provide funding for the construction of T-Hangars at the Airport. The T-Hangar project consists of the construction to two buildings, each containing 10 T-Hangars and associated taxi-lanes. The total project cost is \$1,205,748.00. On April 7, 2008, the Board accepted and executed a Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) grant for \$769,600.00 to fund 80% of the costs to design and construct storage hangars at the Flagler County Airport. The Airport Director met with FDOT and secured the remaining monies for the construction of T-hangars. The Supplemental Joint Participation Agreement will provide an additional \$458,242.00, representing 100% funding for the construction. This 100% funding is due to Flagler County being designated as a Rural Economic Development Initiative community. The REDI was established to assist rural area of critical economic concerns. A community that meets the statutory definition of "rural" receives a waiver of match.

On August 15, 2011, the Board approved Bid Award #FC-11-22 to S.E. Cline Construction in the amount of \$1,067,747.26 for the construction of the T-hangars.

FUNDING INFORMATION: FDOT is offering a Supplemental Joint Participation Agreement that will provide an additional \$458,242.00 to the original Joint Participation, which will fund 100% of the total cost of \$1,067,747.26 for the construction phase of the project. The total cost of the project is \$1,205,748.00, of which FDOT is funding \$1,178,147.00. The airport will fund the remaining \$27,601.00 from account number 401-8217-542.63-02.

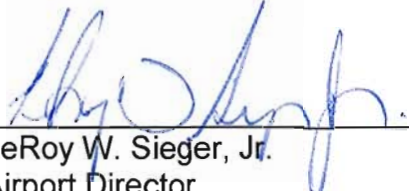
DEPT./CONTACT/PHONE #: Airport Director, Roy Sieger, 437-0401

RECOMMENDATIONS: Request the Board approve and authorize the execution of Supplemental Joint Participation Agreement No. 1.

ATTACHMENTS:

1. Resolution in support of the Supplemental Joint Participation Agreement
2. Four (4) copies of the FDOT Supplemental Joint Participation Agreement

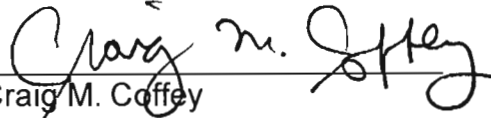
****Note to Clerk: Please return all four (4) original documents as listed above to Airport Staff for dissemination.***



LeRoy W. Sieger, Jr.
Airport Director

1 Sept 2011

Date



Craig M. Coffey
County Administrator

2 Sept 2011

Date

Deputy County Admin.
Financial Services
Legal

Initials	Date
<u>SS</u>	<u>9-2-11</u>
<u>[Signature]</u>	<u>9-2-11</u>

Resolution 2011 - _____

A RESOLUTION APPROVING A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ASSIST WITH FUNDING FOR THE CONSTRUCTION OF T-HANGARS AND ASSOCIATED TAXILANES AT THE FLAGLER COUNTY AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Flagler County, Florida wish to construct T-Hangars and Associated Taxilanes to accommodate the growing demand for aircraft storage; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a Supplemental Joint Participation Agreement (SJPA) that will assist with the funding for this project; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the citizens of Flagler County and the Flagler County Airport Enterprise Fund to approve the Supplemental JPA for project completion.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, that the Supplemental Joint Participation Agreement by and between Flagler County and the Florida Department of Transportation, attached hereto as Attachment "A" and incorporated by reference herein, is hereby approved.

THIS RESOLUTION shall become effective upon adoption and approval.

ADOPTED and APPROVED this 7th day of September, 2011, by the Board of County Commissioners, Flagler County, Florida, duly assembled at the Flagler County Government Services Building, Board Chambers, Bunnell, Florida.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

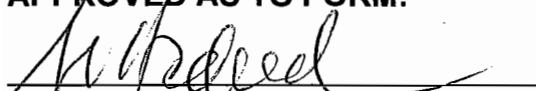
ATTEST:

Gail Wadsworth, Clerk and
Ex-Officio of the Board

Alan Peterson, Chairman

Date: _____

APPROVED AS TO FORM:



Al Hadeed, County Attorney

PUBLIC TRANSPORTATION

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: 41851619401 (Item-segment-phase-sequence)	Fund: DS/DPTO	FLAIR Category: 088719
Contract No.: AP432	Function: 637	Object Code: 750004
Catalog of Federal Domestic Assistance Number: N/A	Federal No.: N/A	Org. Code: 55052000531
	DUNS No.: 80-939-7102	Vendor No.: F596 000 605 028
		Catalog of State Financial Assistance Number: 55004

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Flagler County Board of County Commissioners 1769 E. Moody Blvd., Bunnell, FL 32110 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 28th day of April, 2008, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$1,227,842.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended
No Change

ATTACHMENT 2

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$305,865.00
bringing the revised total cost of the project to \$ 1,267,865.00

Paragraph 4.00 of said Agreement is increased by \$458,242.00
bringing the Department's revised total cost of the project to \$ 1,227,842.00

3.00 Amended Exhibits:

Exhibit(s) "B" and "D" of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement N/A

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 41851619401

Contract No. AP432

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated April 28th 2008 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

Flagler County Board of County Commissioners
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

S/ARTH

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Director of Transportation Operations
TITLE

Financial Project No. 418516 1 94 01Contract No. AP432

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Flagler County Board of County Commissioners
1769 E. Moody Boulevard , Bunnell, Florida 32110

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Added Additional Funds For Construction Based On Actual Bids. As A REDI County, Flagler County Airport Has Requested A Waiver Of Match Requirements For Construction. Funds Were Adjusted So Engineering Services Remained At 80% State And 20% Local Funding And Construction Was Funded At 100% State.

I	Project Cost:	As Approved	As Amended	Net Change
		\$ 962,000	\$ 1,267,865	\$305,865
	Total Project Cost:	\$962,000	\$1,267,865	\$305,865
II	Fund Participation			
	Department: <u>80.0%</u>	\$769,600	\$160,094	(\$609,506)
	Agency: <u>20.0%</u>	\$192,400	\$40,023	(\$152,377)
	Other: <u>0.0%</u>	\$ 0	\$ 0	\$ 0
	Department: <u>100.0%</u>	\$ 0	\$1,067,748	\$1,067,748
	Agency: <u>0.0%</u>	\$ 0	\$ 0	\$ 0
	Other: _____	\$ 0	\$ 0	\$ 0
	Total Project Cost:	\$962,000	\$1,267,865	\$305,865

Comments: Flagler County is eligible for a waiver or reduction of match requirements under the Rural Economic Development Initiative Program IAW Chapter 288.0656 F.S.

SCOPE OF SERVICES FOR

FLAGLER COUNTY AIRPORT

DESIGN AND CONSTRUCTION FOR T-HANGARS AND TAXILANES

FDOT ITEM NO. 418516-1-94-01

This Scope of Services was prepared to meet the requirements of Chapter 215.971, Florida Statutes. It includes only the design and construction engineering and inspection services and construction for T-Hangars and Associated Taxilanes

I. PROJECT DESCRIPTION

This project consists of the design and construction of two (2) 10 unit T-hangars and associated taxilanes to facilitate aircraft movement to the T-hangars. A single unisex restroom will be included for one of the T-hangars including water and gravity sewer services. An access roadway will be constructed from Old Moody Road to the site. Vehicle parking will also be constructed.

II. PROJECT JUSTIFICATION

There is currently a demand for additional T-Hangars. These hangars will meet the partial demand as there are more requests than actual hangars.

III. TASKS

The design and construction engineering and inspection services and construction for this project will be performed by:

CONSULTANT(s): Hoyle, Tanner & Associates, Inc. (HTA) –Design and Construction Engineering and Inspection Services

CONTRACTOR: S.E. CLINE CONSTRUCTION, INC. – Construction

COUNTY – Flagler County

The Design and Construction Engineering and Inspection Services performed by the CONSULTANT can generally be described as preliminary and final design, bidding and construction phase services. It is understood that the level of design for the t-hangars will include a performance specification and will require bidders to submit engineered sealed drawings for a pre-manufactured building, meeting the specification, with their bids. Architectural drawings will not be prepared by the CONSULTANT. Total cost of this effort is \$138,000.

The Scope of Services for the CONSULTANT is broken out into BASIC SERVICES and SPECIAL SERVICES.

BASIC SERVICES:

- A. Preliminary Design Phase
- B. Final Design Phase
- C. Bidding Phase
- D. Construction Phase

SPECIAL SERVICES

- A. Predesign Geotechnical Subsurface Exploration
- B. Predesign Survey
- C. Construction Acceptance Testing Services
- D. Technical Review Permitting
- E. Stormwater Permitting
- F. Record Drawings

BASIC SERVICES includes:

A. Preliminary Design Phase

- a. Project Initiation/Coordination

Review record drawings, interview COUNTY staff, visit the site, and conduct a field analysis of the existing conditions pertinent to the PROJECT; review scope of work and schedule; establish billing and reporting procedures; establish lines of communication, etc. Conduct and submit minutes from Pre-design meeting.

- b. Develop and Coordinate Subconsultant Agreements

Coordinate the Subconsultant(s) and ENGINEER'S inter service Scope of Services for each subconsultant and inter service task.

- c. Preliminary Investigation

Coordinate pre-design geotechnical investigation, topographic survey requirements, existing drainage conditions, existing electrical conditions, and monitor the field activity of each.

- d. Analyze design soils exploration report, survey data, existing drainage, and electrical conditions.

Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate and determine suitability of subgrade materials for use as a foundation for the new pavement structure. Evaluate the existing topographical features. Determine electrical conditions and routing at the airfield within PROJECT limits.

e. Define Pavement Design Parameters

Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the COUNTY.

f. Develop Pavement Design

Based on existing soils and materials conditions and consideration of the loading of the design traffic, assess most technically and economically appropriate alternatives and develop design for the taxilanes.

g. Coordinate Project Layout & Preliminary Phasing Plans

Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits, and identify all pertinent existing facilities both within and immediately adjacent to construction limits as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

B. Final Design Phase

a. Finalize Plans

Complete the plan set to include, at minimum: Cover Sheet, Summary of Quantities, Project Site Plan with General Notes, Grading Plans, Typical Sections and Paving Details, Marking and Signage Plan, Marking and Signage Details Sheet, Electrical Lighting Plan, Electrical Details, for an estimated total of **10 Sheets**. Slight variation may occur to this list depending upon the scale chosen by the ENGINEER.

b. Prepare Technical Specifications

FDOT/FAA Standard Specifications - latest edition at the time of execution of this Professional Services Agreement will be used as a basis in the preparation of the technical specifications for the PROJECT.

c. Conduct a 90% Plan Review with COUNTY.

Submit 90% blackline plans and ENGINEER'S Report to the COUNTY for approval. A 90% review meeting will be conducted with the COUNTY. Respond to 90% COUNTY written review comments in writing. It is understood that once the COUNTY comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments in the 100% documents.

d. Submit 100% Documents

Print and submit 3 sets of 100% complete plans and specifications for the COUNTY to distribute to the FAA, FDOT and others.

C. Bidding Phase

- a. Assist the COUNTY in advertising and obtaining bids for the prime contract for construction, materials, equipment and services. Assist the COUNTY in issuing bidding and contract documents to all prospective bidders. A non-refundable fee will be charged to prospective bidders by the ENGINEER.
- b. Conduct Pre-bid Conference - Prepare for, attend and conduct one prebid conference in conjunction with COUNTY staff to outline the PROJECT and answer questions from interested contractors. The ENGINEER will prepare the minutes of the prebid conference and distribute to the list of attendees and other plan holders within the bid period.
- c. Respond to Bidder's Inquiries - Prepare addenda as appropriate to interpret, clarify or expand the Bid Documents within the bid period and upon approval by the COUNTY, issue addenda.
- d. Evaluate Bids and Recommend Award - Assist the COUNTY in evaluating bids or proposals and in assembling contracts for construction, materials, equipment and services. It is understood that the COUNTY will assemble the bid tabulation sheet and provide to ENGINEER. Provide written recommendations to the COUNTY for the award of construction contract to the lowest responsible bidder.

D. Construction Phase Services

- a. Conduct Pre-construction Conference - Prepare for, attend and conduct one pre-construction conference with the contractor, COUNTY, FAA, and FDOT to discuss in detail the requirements and responsibilities for items such as the contractor's responsibility for shop drawing submittal and safety, etc. CONSULTANT will prepare the minutes of the meeting and distribute to the list of attendees.
- b. Office Support - Provide office support during construction, i.e., set up files, prepare correspondence, prepare change orders, review daily construction reports, and review material test reports.
- c. Process Shop Drawings - Receive shop drawings supplied by the contractor for determination of conformance with the design concept of the project and information given in the technical specifications. Determine the acceptability, subject to COUNTY, FAA, and FDOT approval, of substitute materials and equipment proposed by the contractor and receive and review (for general content as required by the specifications) maintenance and operation instruction, schedules, guarantees, and certificates of inspection which are to be assembled by the contractor in accordance with the contract documents. Provide a copy of all approved submittals to COUNTY.
- d. Site Visits - Site visits will be weekly by the CONSULTANT during construction.
- e. Interpret Plans - Issue necessary interpretations and clarifications of the contract documents. Review and prepare change orders as required and as may be initiated or recommended by the COUNTY, CONSULTANT, or the contractor.

- f. Review Pay Requests - Review the contractor's applications for payment and accompanying data and schedules. Based on site observations as a professional, experienced and qualified in construction observation, CONSULTANT shall determine the amount owing to the contractor and recommend in writing, payments to the contractor in such amounts; such recommendations of payment will constitute a representation to the COUNTY based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. CONSULTANT will review requests for payment for materials stored and monthly submittals of releases of liens, but will not be deemed to have represented that he has made examination to determine how or for what purposes the contractor has used the monies on account of the Contract Price, or that title to any of the contractor's work, materials or equipment has passed to the COUNTY free and clear of any lien, claims, security interests and encumbrances.
- g. Perform Final Inspection and Prepare Summary Report of the completed project. Attend final inspection and prepare summary report to include: Certificate of Substantial Completion, Construction Contract Time Summary, and Construction Cost Summary.
- h. Review Contractor's Record Information: Review record information prepared by the contractor, and signed and sealed by a professional land surveyor on behalf of the contractor.
- i. Engineer shall not be responsible for performance of the Contractor nor the Contractor's means and methods of construction and the Contractor shall indemnify and hold harmless the Engineer from all claims arising from the Contractor's performance.

SPECIAL SERVICES include:

A. Predesign Geotechnical Subsurface Exploration

Standard Penetration Test (SPT) borings to a depth of 10-foot deep, Percolation tests will be performed. Soil classification tests including Atterberg limits, Grain Size Distributions, Organic Contents, and Moisture Contents will be performed. Once the field and laboratory services have been completed, the results will be presented in a formal report which will include pavement design and site preparation recommendations.

B. Predesign Survey

Topographic elevations will be collected in a 50 foot grid pattern AND as necessary to show proper breaks, ditches, etc. Elevations will be shown in enough quantity to produce contours of 1 foot vertical intervals. A minimum of 3 benchmarks will be set for horizontal and vertical control per Florida Statutes.

All improvements including, but not limited to: tree lines, striping, high strength edges, pavement, concrete, ditches, buildings, lights, utilities, etc., will be located and detailed with pertinent elevations.

Above-ground utilities will be shown per field observations with detailed accessible inverts. Underground utilities will be shown per field observations and available as-built maps. This includes digital photographs of drainage structures.

C. Construction Acceptance Testing Services

The CONSULTANT will arrange for the work necessary to provide for the proper control and testing of construction materials, per FAA specifications and in conformance with the Construction Management Plan.

D. Technical Review Permitting

Submit to County 12 sets of plans for acceptance from Technical Review Board. Apply for variance as necessary for deviation from Land Development Code.

E. Stormwater Permitting

Prepare application for the St. Johns Water Management District on behalf of the County for purposes of obtaining an Environmental Resource Permit.

F. Record Drawings

Prepare record drawings based upon record information submitted by the contractor.

IV. DELIVERABLES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- 60% Design Plans - Print and submit 3 sets of half size and 3 sets of full size preliminary plans for the COUNTY to distribute to the FDOT and others.
- 90% Plans - Print and submit 3 sets of half size and 3 sets of full size preliminary plans for the COUNTY to distribute to the FDOT and others.
- 100% Plans - Print and submit 3 sets of half size and 3 sets of full size final plans for the COUNTY to distribute to the FDOT and others.
- Plans and Specifications package
- Verification of attendance and minutes of the Pre-Bid Conference
- Bid evaluation and Award Recommendation package
- Verification of attendance and minutes of the Pre-Construction Conference
- Verification of weekly site visits
- Final inspection and Summary Report of completed project to include:
 - Certificate of Substantial Completion
 - Construction Contract Time Summary
 - Construction Cost Summary

Construction performed by the CONTRACTOR can generally be described as the construction of two (2) 10 unit T-hangars and associated taxilanes. Generally, the CONTRACTOR will furnish all materials, labor, incidentals, and supplies required to construct the project and deliver the same to the Owner, ready for use. The CONTRACTOR will provide performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration; and all paperwork that is required. Total cost of construction, based on bids, is \$1,067,748.

Payment to the CONTRACTOR will be based on actual constructed quantities at the contract unit prices, along with any authorized changes.

Payment Deliverables/Milestones: Payment will be made on a monthly basis, based on Periodic Pay Requests listing all work in-place, less retainage. The Pay Requests will be reviewed by the CONSULTANT, who will make any required adjustments and deliver the pay request to the Owner with recommendation for payment. All work must be in place; there is no provision for payment for "materials delivered to site."

Upon completion of the work, execution of the final change order, and submittal of all required project completion documents, the final (100%) payment will be made.

EXHIBIT "D"

SINGLE AUDIT ACT REQUIREMENTS

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bunnell, Florida 32110

CFSA NUMBER: 55.004
STATE PROJECT TITLE: Aviation Development Grants
STATE AGENCY: Florida Department of Transportation
AMOUNT: \$1,178,148

PROGRAM OBJECTIVES: The Aviation Grant Program is designed to provide a safe, cost-effective, and efficient statewide aviation system. Grant funds help airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities

PROGRAM PROCEDURES: Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.
(FDOT Aviation Grant Program Handbook)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(FDOT Aviation Grant Program Handbook)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the internet at www.dot.state.fl.us/Aviation/Public.htm). This guidebook is the standard by which all master planning documents will be produced.

**COMPLIANCE
REQUIREMENT:**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

ACTIVITIES ALLOWED:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including ARFF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, survey.

ALLOWABLE COSTS:

See Part Three.

CASH MANAGEMENT: See Part Three.

ELIGIBILITY: Not applicable.

EQUIPMENT / REAL
PROPERTY MANAGEMENT: Not applicable.

MATCHING: Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

PERIOD OF AVAILABILITY: Not applicable.

REPORTING: Not applicable.

SUBRECIPIENT
MONITORING: Not applicable.

SPECIAL TESTS
PROVISIONS: Not applicable.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 18**

SUBJECT: 2011 Redistricting for School Board and County Commissioners.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: Every ten (10) years following the conclusion of the census, political jurisdictions are required to reapportion their districts following various rules that are established by law, by organization charter or by case law. Following the final receipt of the census numbers the County and the School Board, whose rules for reapportionment are basically the same, determined that they could jointly plan for redistricting. The School Board and Commission district boundaries are proposed to be the same.

The main rule for redistricting is based on population. Each of the districts is required to have a population of 19,139 plus or minus 5% which means that a range of 18,182 to 20,096 is acceptable for each of the districts. In contrast to 2011, following the 2000 census there were five districts with populations just over 9,000 people each.

On August 16, 2011 the Board of County Commissioners and the School Board members conducted a workshop to review six potential redistricting plans. Commission and School Board members were asked to consider basic rules of redistricting and to eliminate three of the redistricting plans. Following discussion and a vote by all representatives the group eliminated three of the redistricting plans and closely ranked the remaining three plans in priority order as follows:

Priority Ranking	Redistricting Plan
1	4
2	6
3	3

The maps showing these plans are included as attachments.

The School Board will be inviting the public to comment on the plans at its meeting on Tuesday, September 6th at 6:15 p.m. The County Commission is invited to be present in the audience at that meeting. On Wednesday, September 21st the School Board and the County Commission will hold a joint meeting to consider the input received from the public and to select a final redistricting plan.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: County Administrator/Craig M. Coffey/313-4001.

RECOMMENDATIONS: Request the Board accept comments from the public regarding the three potential redistricting plans jointly selected by the School Board Members and the County Commissioners.

ATTACHMENTS:

1. Existing School Board Districts
2. Existing Commission Districts
3. Redistricting Plan 4 Map
4. Redistricting Plan 6 Map
5. Redistricting Plan 3 Map



Craig M. Coffey
County Administrator

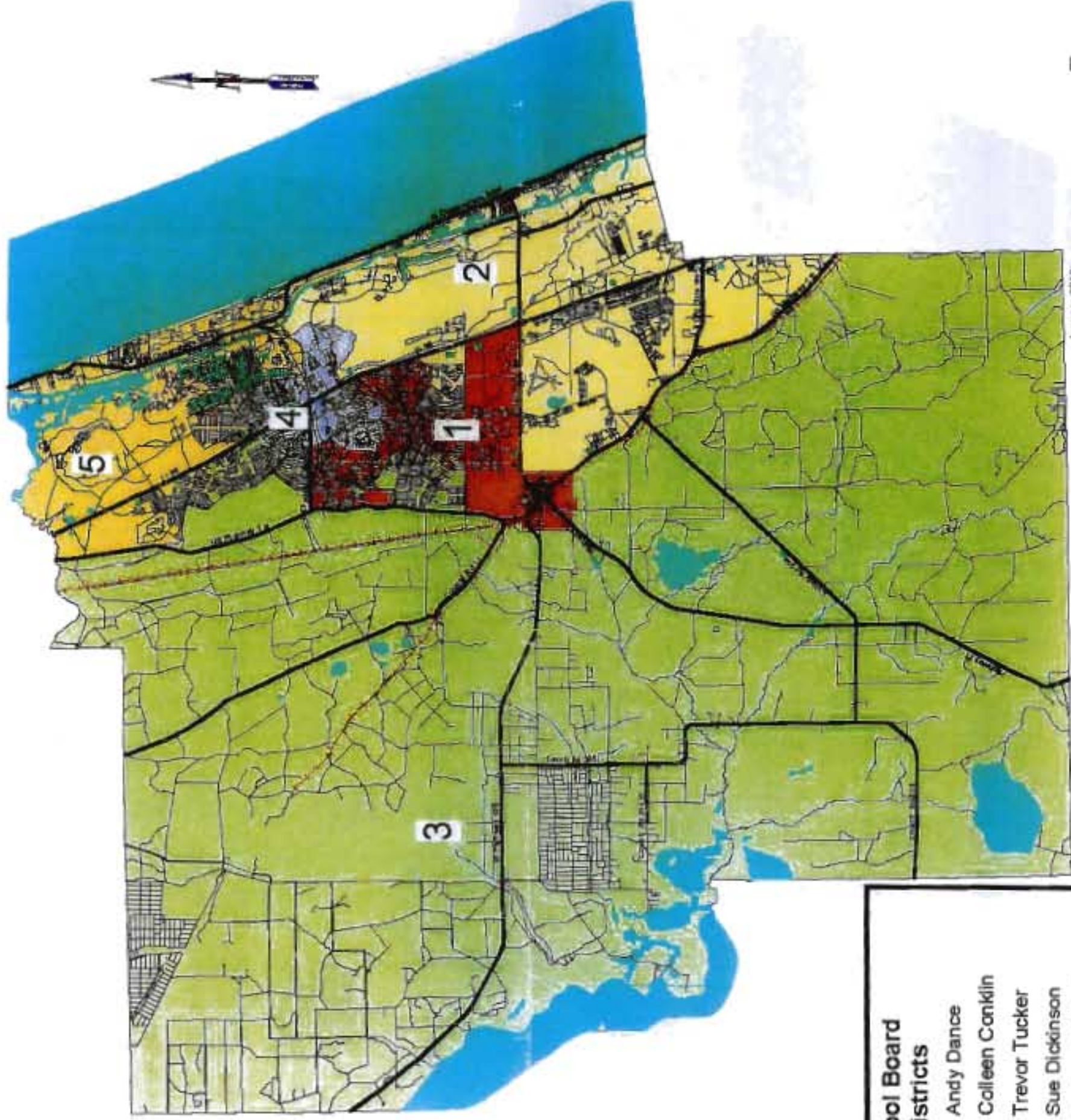
31 August 2011

Date

Deputy County Admin
Financial Services
Legal

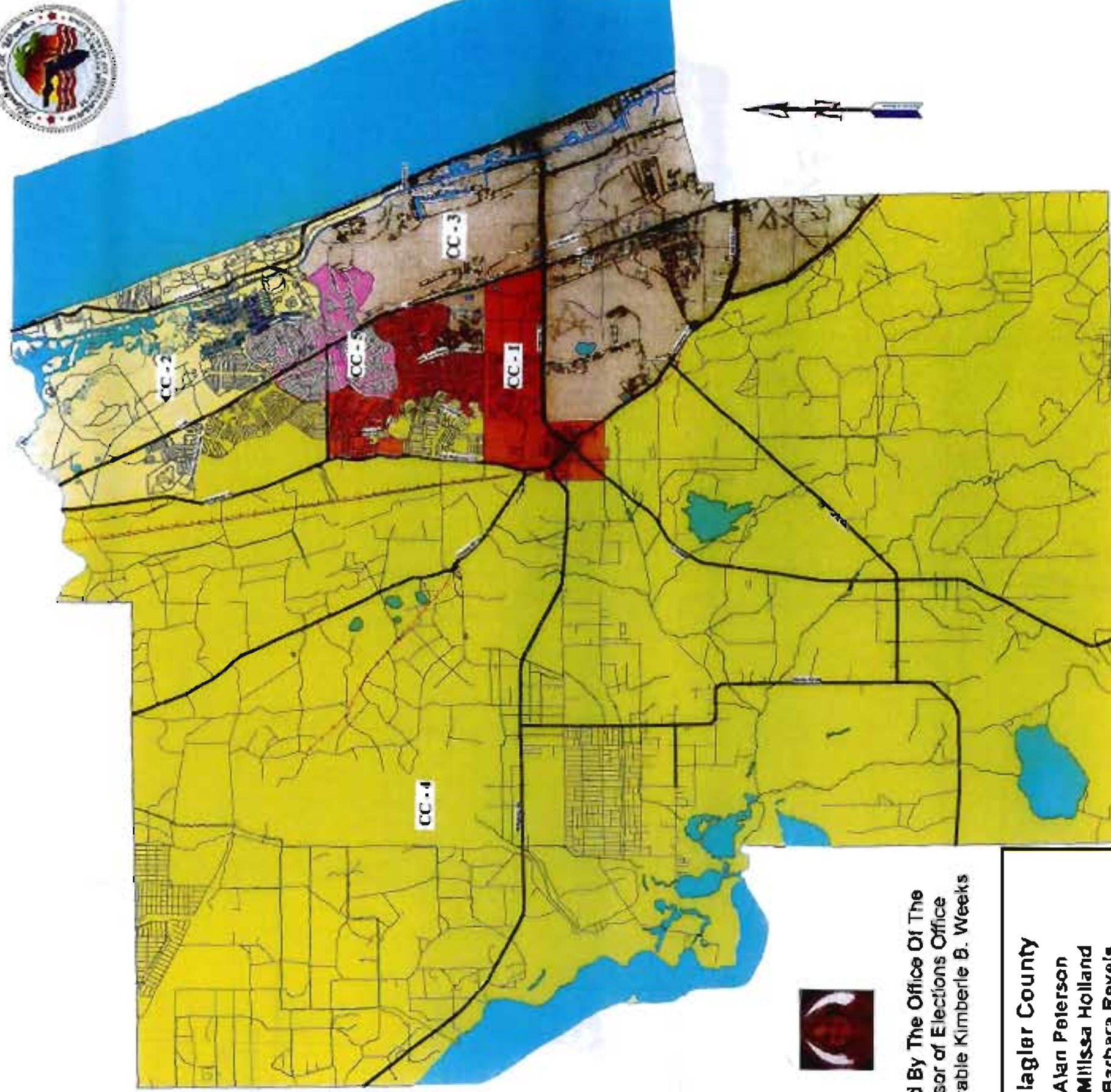
<u>Initials</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

Flagler County School Board Districts



School Board Districts	
1 - Andy Dance	2 - Colleen Conklin
3 - Trevor Tucker	4 - Sue Dickinson
5 - Evelyn Shellenberger	

County Commissioner Districts



Prepared By The Office Of The
Supervisor of Elections Office
The Honorable Kimberle B. Weeks

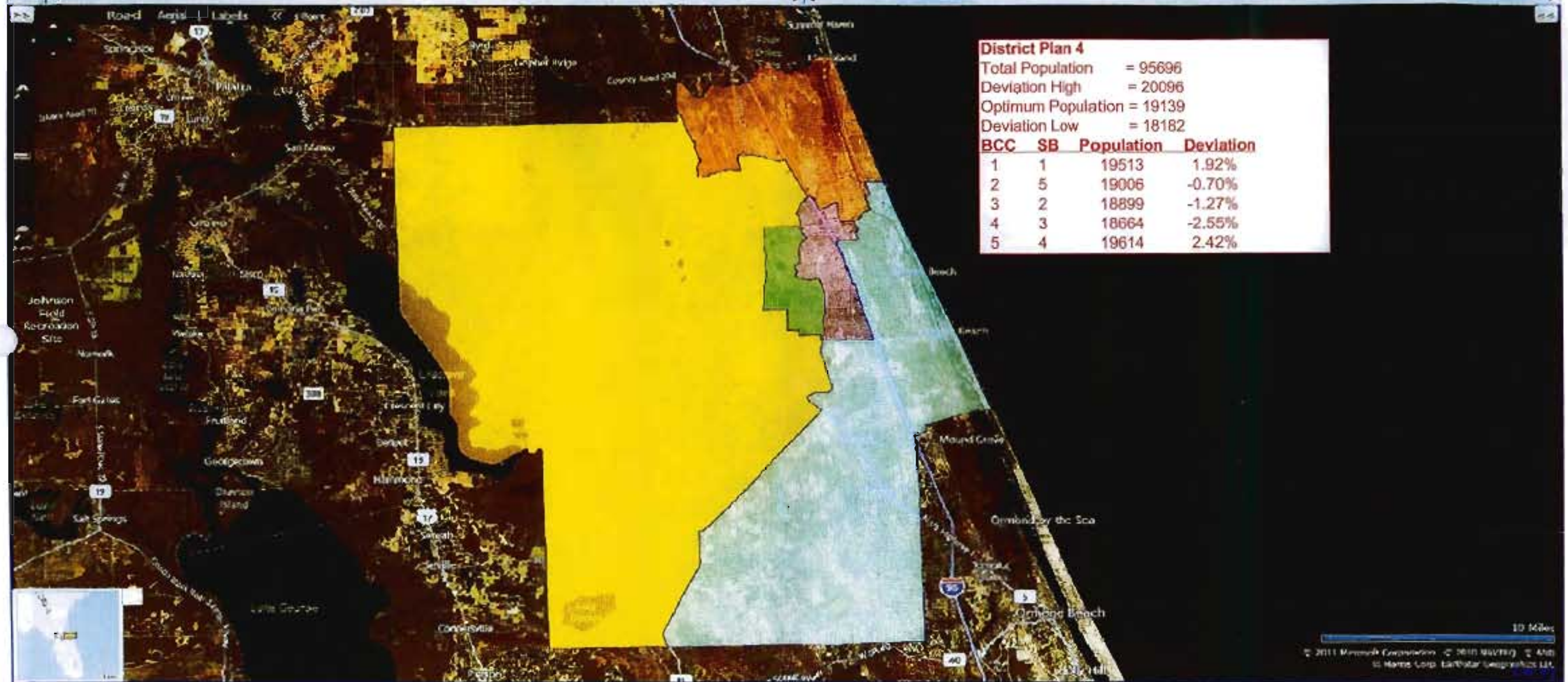
Flagler County	
1 - Alan Peterson	
2 - Millisa Holland	
3 - Barbara Revels	
4 - Nate McLaughlin	
5 - George Hanns	

November 2010

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Unassigned



District Plan 4

Total Population = 95696
 Deviation High = 20096
 Optimum Population = 19139
 Deviation Low = 18182

BCC	SB	Population	Deviation
1	1	19513	1.92%
2	5	19006	-0.70%
3	2	18899	-1.27%
4	3	18664	-2.55%
5	4	19614	2.42%

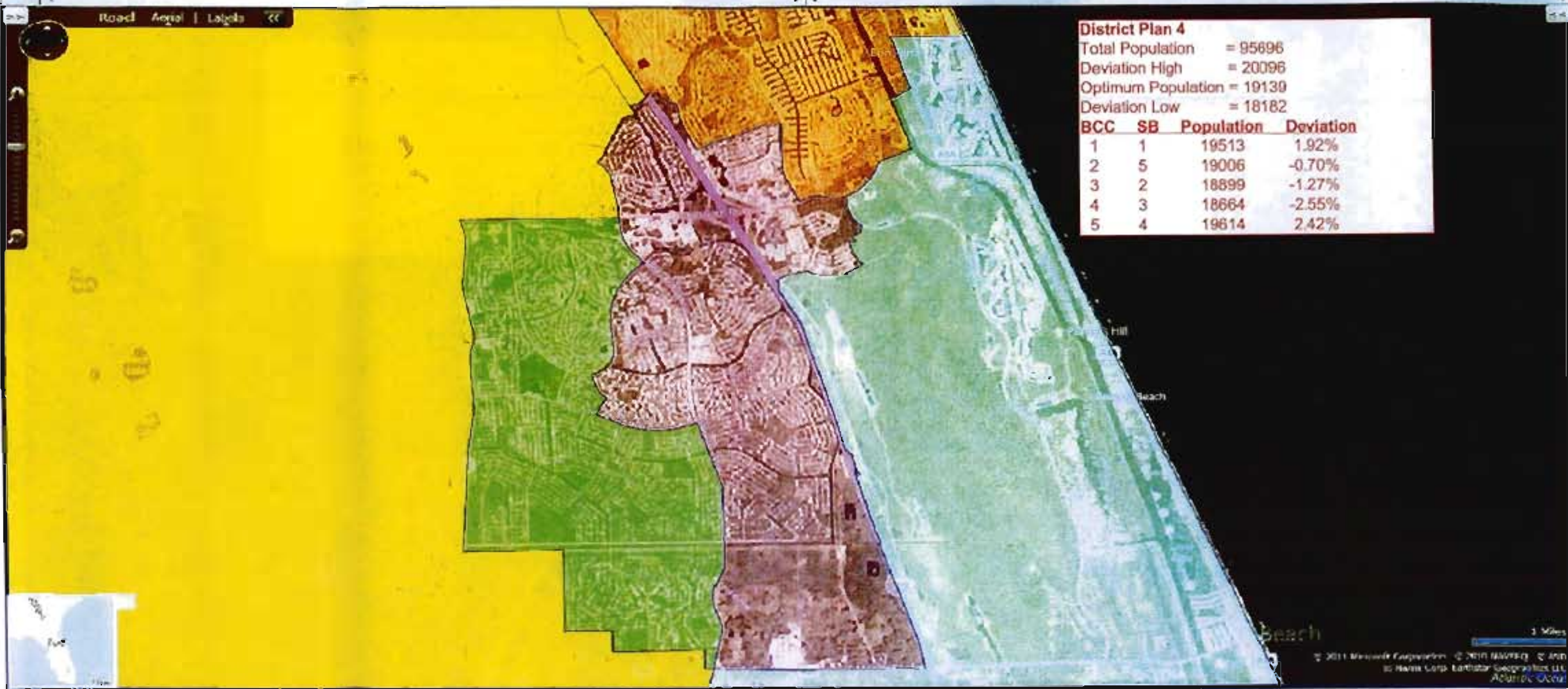
District ID	Pop Dev	TPOP10	%BlackPOP10	%HispanicPOP10	%BlackYAP10	%HispanicYAP10	%AsianPOP10	%WhitePOP10	%BlackPOPACS	%HispanicPOPACS	BlackYAP10	BlackYAP10	HispanicYAP10	HispanicYAP10	AsianYAP10	WhiteYAP10
1	-1760740	19513	18	10	11	0	0	1	0	0	2740	2070	221	1660	1401	-141
2	3741256	19006	7	7	6	6	2	1	0	0	1121	1063	58	870	1006	226
3	-3741303	18899	8	4	4	3	1	1	0	0	874	682	-8	363	592	-229
4	-3741908	18664	10	8	11	7	1	0	0	0	2075	1474	51	756	1056	-258
5	3740648	19614	14	11	11	10	0	3	0	0	2297	2100	98	1312	1668	356

Click for help
 District 2
 The site is in development, but the site is functional. Data is from the 2000 Census. To adjust a plan click on the 'Plan' tab and then the 'Adjust' button. For more info contact mydistrictbuilder@myfloridacounty.gov

File Build View Preferences Help Contact Us Reports

U Ctrl Cut Copy Paste Lock all Invt 3 Build Map blocks

Unassigned



District Plan 4

Total Population = 95696
 Deviation High = 20096
 Optimum Population = 19139
 Deviation Low = 18182

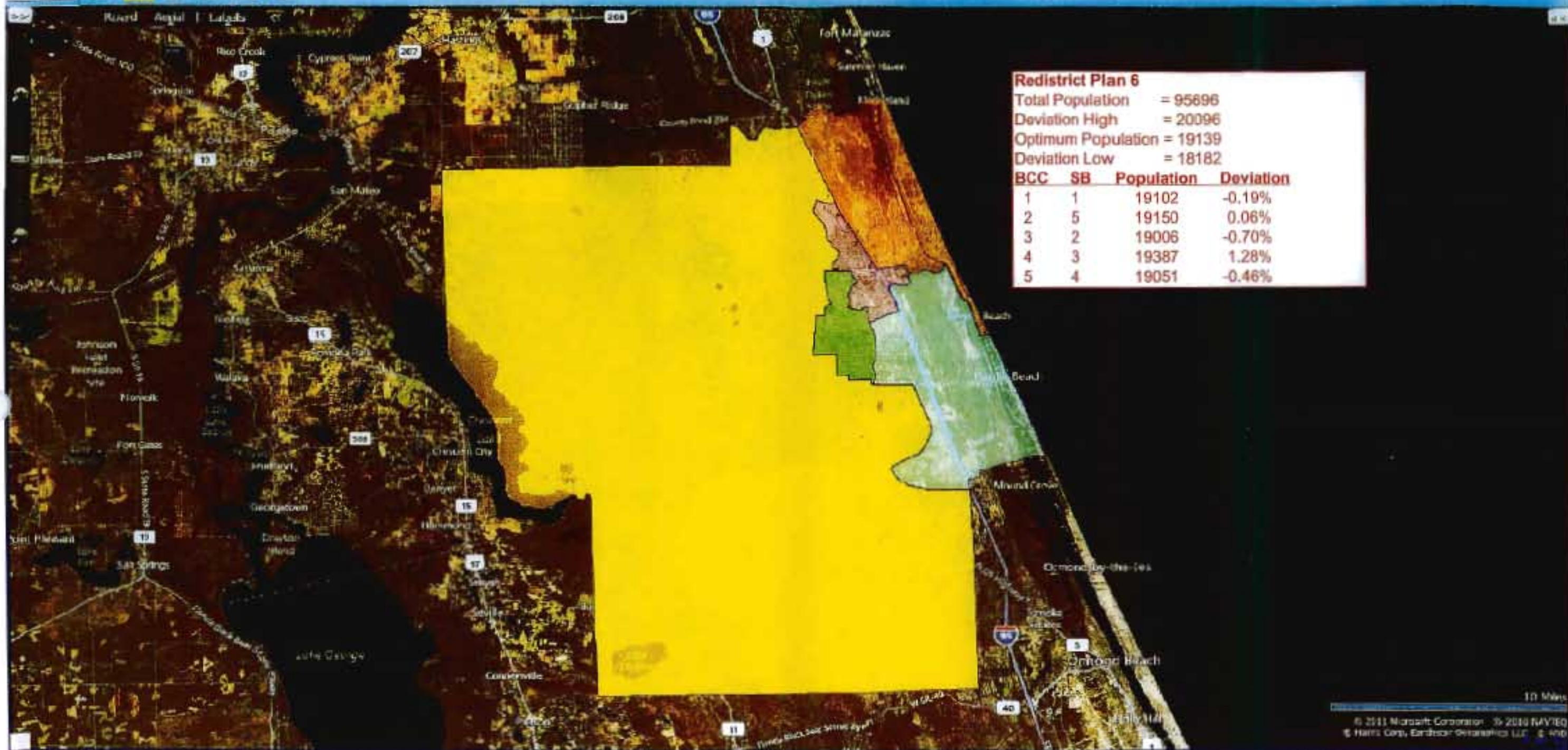
BCC	SB	Population	Deviation
1	1	19513	1.92%
2	5	19006	-0.70%
3	2	18899	-1.27%
4	3	18664	-2.55%
5	4	19614	2.42%

System Region	District ID	Pop Dev	TPOP10	%BlackPOP10	%HispanicPOP10	%Black(VAP)10	%Hispanic(VAP)10	%AsianPOP10	%HawaiianPOP10	%NativePOP10	BlackDV10	BlackVAP10	BlackNY-VAP	HispanicDV10	HispanicVAP10	HispanicNY-VAP
Save	1	-3760749	19513	14	10	19	6	2	1	0	2260	2099	231	1060	1401	-341
District	2	-3741256	19006	7	7	6	6	2	1	0	1121	1060	58	870	1026	226
Changed	3	-3741303	18899	5	4	4	3	1	1	0	674	652	-8	363	592	-229
Working	4	-3741598	18664	14	6	13	7	1	3	0	2025	1924	61	798	1056	-258
Pop Dev -18/73414	5	3740848	19614	14	11	13	10	2	2	0	2207	2105	98	1212	1468	356

File Build View Preferences Help Contact Us Reports

Now Days Open Open Current Districts How to Submit a Plan Print

Unassigned Uno 1 2 3 4 5



Redistrict Plan 6

Total Population = 95696
 Deviation High = 20096
 Optimum Population = 19139
 Deviation Low = 18182

BCC	SB	Population	Deviation
1	1	19102	-0.10%
2	5	19150	0.06%
3	2	19006	-0.70%
4	3	19387	1.28%
5	4	19051	-0.46%

District ID	Pop Dev	TPOP10	%AIBIPop10	%AIBIVAP10	%AIBIPopPop10	%AIBIPopVAP10	%ORWPop10	%ORWVAP10	%NHBPup10	%NHBVAP10	%NHBPup10	%NHBVAP10	%RBPup10	%R BVAP10	%ORUPup10	%ORUVAP10	%A
1 -3741180	19102	10	13	10	9	69	73	15	13	U	U	10	9	4	3		
2 -3741112	19150	6	5	7	6	83	85	6	5	0	0	6	5	3	2		
3 -3741255	19006	10	7	0	0	61	60	9	7	0	0	6	0	2	2		
4 -3740875	19387	14	12	7	6	73	76	13	11	U	U	6	5	3	2		
5 -3741011	19051	15	11	11	9	70	72	11	13	0	0	10	9	3	2		



Redistrict Plan 6

Total Population = 95696
 Deviation High = 20096
 Optimum Population = 19139
 Deviation Low = 18182

BCC	SB	Population	Deviation
1	1	19102	-0.19%
2	5	19150	0.06%
3	2	19006	-0.70%
4	3	19387	1.28%
5	4	19051	-0.46%

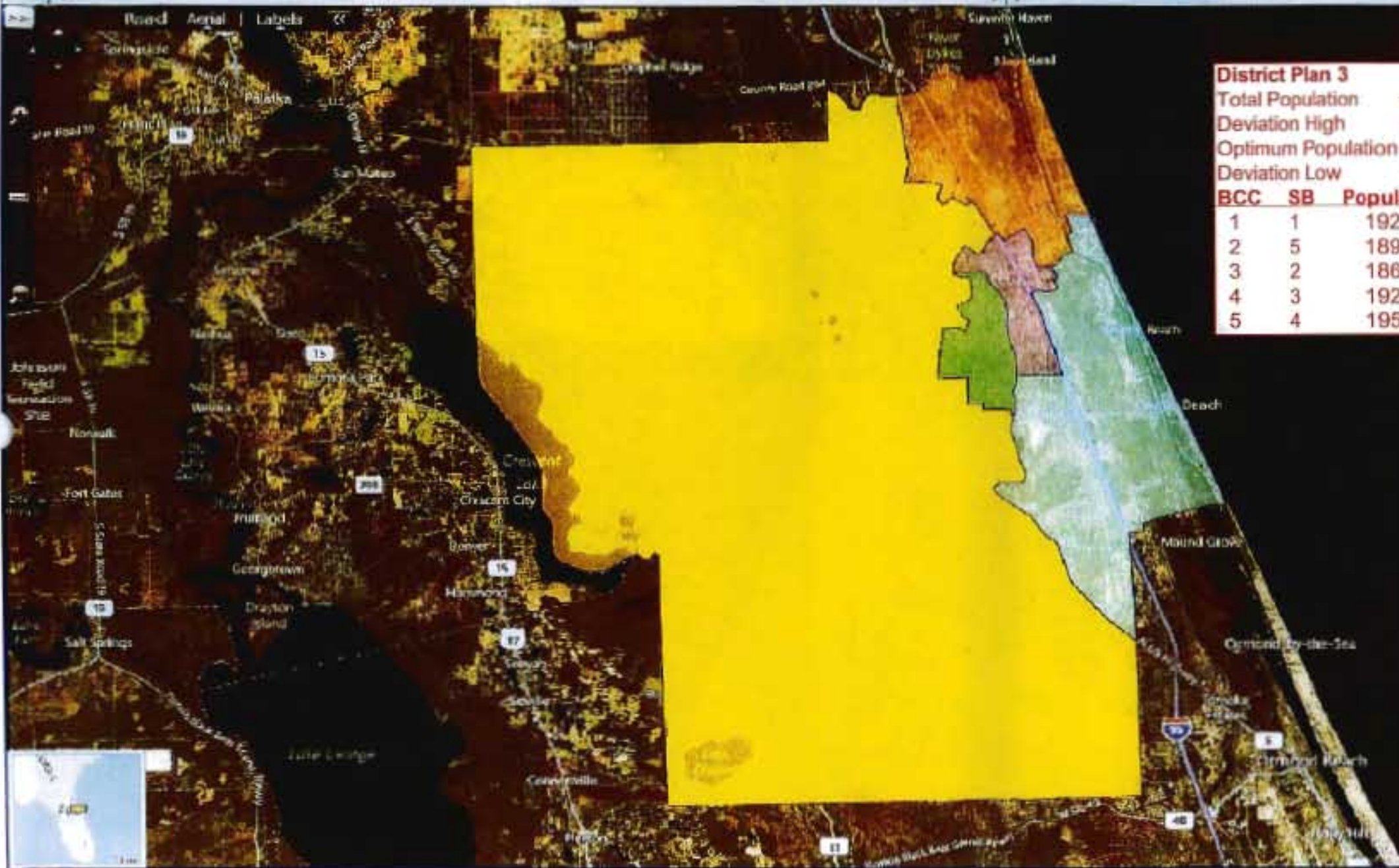
District ID	Pop Dev	EPPOP10	%BlackPOP10	%HispanicPOP10	%AsianPOP10	%WhitePOP10	%BlackVAP10	%HispanicVAP10	%AsianVAP10	%WhiteVAP10	BlackPW10	BlackVAP10	DiffBlk-BVAP	HispanicPW10	HispanicVAP10	DiffHisP-WVAP
1	-17411M	19112	14	10	2	3	14	4	0	2766	1497	226	1107	1034	-73	
2	3741112	19150	5	7	1	1	5	5	0	550	933	17	776	1033	257	
3	-3741255	19006	9	6	1	2	7	3	0	1171	1104	7	650	905	-245	
4	-17411676	19387	13	7	1	3	15	4	0	1838	1794	4	233	984	-751	
5	-3741013	19051	14	11	2	3	10	2	0	2197	2058	159	1147	1458	-311	

Block 3 of 3 (Total Plan 3) District 11 District 4
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District Plan 3

Total Population = 95696
 Deviation High = 20096
 Optimum Population = 19139
 Deviation Low = 18182

BCC	SB	Population	Deviation
1	1	19216	0.40%
2	5	18935	-1.08%
3	2	18696	-2.37%
4	3	19298	0.81%
5	4	19553	2.12%

District ID	Pop Dev	TPOP10	%BlackPOP10	%HispanicPOP10	%BlackVAP10	%HispanicVAP10	%AsianPOP10	%WhitePOP10	%BlackVAP10	%HispanicVAP10	BlackVAP10	BlackVAP10	HispanicVAP10	HispanicVAP10	HispanicVAP10	HispanicVAP10
1	-17481108	146715	10	10	11	4	2	1	0	0	2171	1495	218	1176	1464	-128
2	3741227	18035	7	7	7	6	2	0	0	0	1159	1110	-49	856	1073	217
3	-3741206	18996	5	4	4	3	1	1	0	0	682	739	-57	368	617	-249
4	-1748108	146705	10	7	11	5	1	2	0	0	2016	1494	24	733	1014	-281
5	-3740709	19553	11	11	11	10	2	2	0	0	2257	2070	187	1310	1621	-311

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District Plan 3

Total Population = 95696
 Deviation High = 20096
 Optimum Population = 19139
 Deviation Low = 18182

BCC	SB	Population	Deviation
1	1	19216	0.40%
2	5	18935	-1.08%
3	2	18696	-2.37%
4	3	19296	0.81%
5	4	19553	2.12%

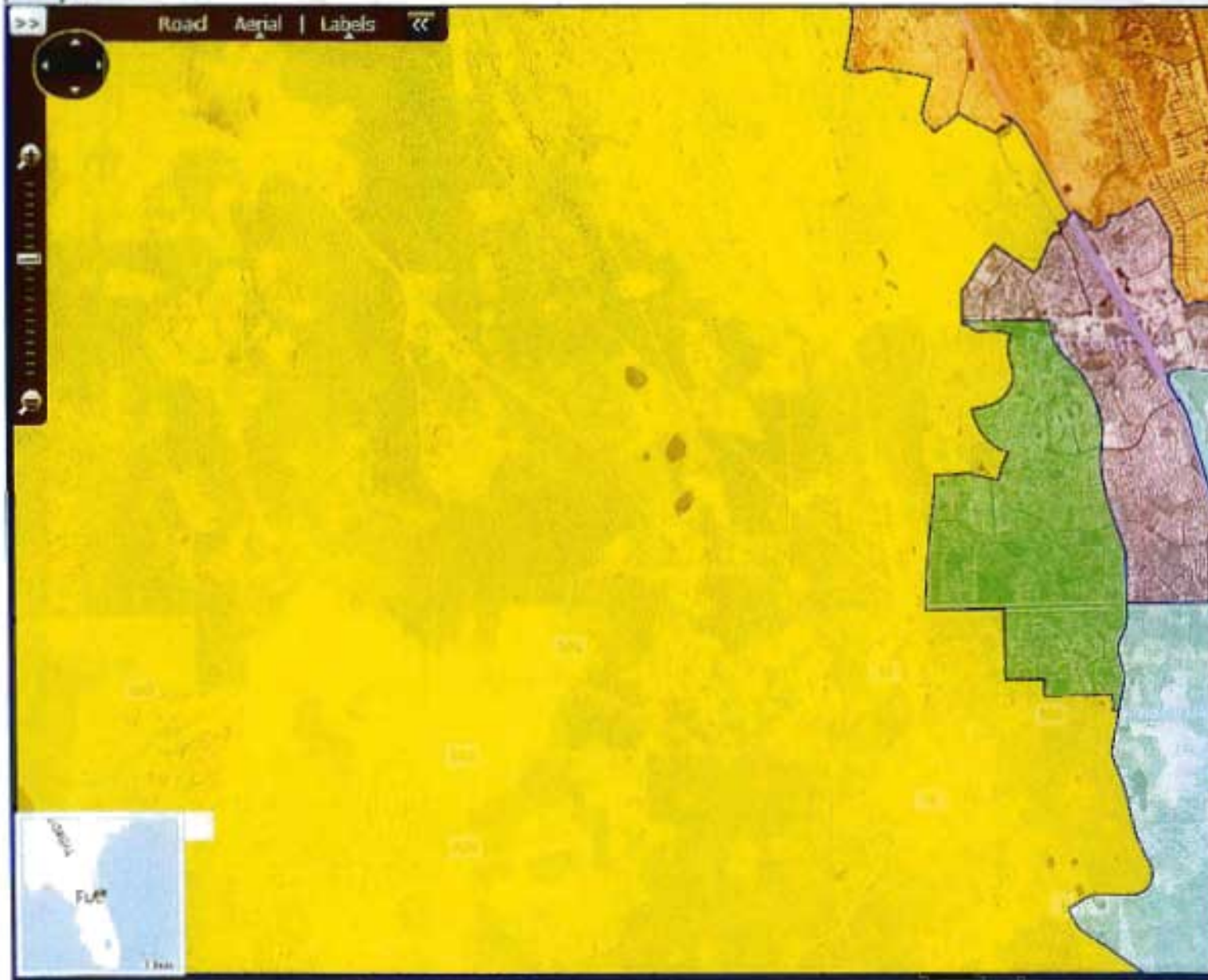
District ID	Pep Dev	TPOP10	%BlackPOP10	%HispPOP10	%BlackVAP10	%HispVAP10	%AsianPOP10	%WIndiesPOPACS	%TotalDesPOPACS	BlackDMV10	BlackVAP10	DIHOMV-HYAP	HispDMV10	HispVAP10	DIHOMV-HYAP
1 -3741045	19216	14	10	13	9	2	3	0	2173	1955	218	1136	1464	-328	
2 -3741327	18935	7	7	7	5	2	0	0	1159	1110	49	656	1073	-217	
3 -3741360	18696	5	4	4	3	1	1	0	682	739	-57	368	617	-249	
4 -3740966	19296	14	7	13	6	1	2	0	2016	1995	23	733	1038	-305	
5 -3740709	19553	14	11	13	10	2	2	0	3287	2070	187	1310	1621	-311	

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System-Beginner	District ID	Pop Dev	TPOP10	%BlackPOP10	%HisppOP10	%BlackVAP10	%HisppVAP10	%AsianPOP10	%WInd
<input type="button" value="Save"/>	1	-3741046	19216	14	10	13	9	2	
<input checked="" type="radio"/> District	2	-3741327	18935	7	7	7	6	2	
<input type="radio"/> Changed	3	-3741566	18696	5	4	4	3	1	
<input type="radio"/> Working	4	-3740966	19296	14	7	13	6	1	
<input type="radio"/> Pop Dev	5	-3740799	19557	16	11	13	10	2	
<input type="radio"/> -18703614									

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 19

SEPTEMBER 7, 2011

SLIP SHEET

Public Hearing - First Reading and Consideration of AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA AMENDING LAND DEVELOPMENT CODE PROVISIONS RELATED TO ADDING ANIMAL SANCTUARIES/PRIVATE ANIMAL SHELTERS AS A PERMITTED SPECIAL EXCEPTION IN THE AC (AGRICULTURE) DISTRICT BY AMENDING ARTICLE III ZONING DISTRICT REGULATIONS OF THE FLAGLER COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR FINDINGS; AMENDING SECTION 3.03.02. AC (AGRICULTURE) DISTRICT; AMENDING SECTION 3.08.02 SPECIFIC DEFINITIONS OF CERTAIN TERMS USED IN THIS ARTICLE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE: Request the Board approve on 1st reading an amendment to the Flagler County Land Development Code, Article III, Section 3.02.02 AC (Agriculture) District by adding provisions for Animal Sanctuaries/Private Animal Shelters as a permitted Special Exception in the AC District as presented and without the additional requirement of written approval or acknowledgement by adjacent property owners.

Postponed to Date Certain Public Hearing September 19, 2011 at 5:30 p.m.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING AGENDA ITEM # 19 a)**

SUBJECT: Approval of a Resolution to Revise the Tentative Fiscal Year 2011-12 Budget Detailed by Fund, Totaling \$239,777.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The attached report lists all changes by fund that have been made to the tentative budget document submitted to the Board of County Commissioners on July 15, 2011. The items changed are from prior budget workshop discussions as well as items that have arisen since the submission of the FY 2011-2012 Proposed Budget document.

FUNDING INFORMATION: The Tentative Fiscal Year 2011-12 Budgets for the following funds are affected: General Fund, Tourist Development Fund Promotions and Advertising Fund, Constitutional Gas Tax Fund, Environmentally Sensitive Lands Fund, CDBG Disaster Recovery Program Fund, and the Airport Fund.

DEPT./CONTACT/PHONE #: Financial Services/Thomas Klinker/313-4008

RECOMMENDATIONS: Pursuant to the provisions of Section 129.03(3)(a), Florida Statutes, request the Board approve the attached resolution incorporating all changes made to date to the fiscal year 2011-12 budget totaling \$239,777. Following these revisions, the tentative fiscal year 2011-12 budget will total \$144,253,926.

ATTACHMENTS:

1. Resolution to Revise the Tentative Fiscal Year 2011-12 Budget in the Amount of \$239,777 (Including Fiscal Year 2011/2012 Budget Changes Schedule A & B).
2. Schedule of Fiscal Year 2011-12 Changes to the Tentative Budget as Originally Presented.



Thomas P. Klinker, CPA, CGFO, CPFO
Financial Services Director

September 1, 2011
Date



2 Sept 2011
Date

Deputy County Admin.
Financial Services
Legal

Initials	Date
TS	9-1-11
km	9/1/11
SA	9/1/11

RESOLUTION NO 2011- _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
FLAGLER COUNTY, FLORIDA, TO REVISE THE TENTATIVE FISCAL YEAR
2011-2012 BUDGET IN THE AMOUNT OF \$ 239,777**

WHEREAS, the Board of County Commissioners has heretofore held a number of budget workshops for the purpose of reviewing the proposed fiscal year 2011-12 budget submitted by the County Administrator on July 15, 2011; and

WHEREAS, the Board has directed that changes be made to the document as originally presented; and

WHEREAS, the County Administrator has recommended certain other changes to the budget document as originally submitted; and

WHEREAS, all of said changes are detailed in the attached Schedule A and Schedule B; and

WHEREAS, the Board of County Commissioners wishes to approve all of the changes detailed in Schedule A and Schedule B and desires by means of this resolution to incorporate said changes into the tentative fiscal year 2011-12 budget as provided in the provisions of Section 129.03(3)(a), Florida Statutes.

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

SECTION I: Attached hereto and made a part hereof as Schedule A and Schedule B are revisions to the Tentative Budget of Flagler County for the fiscal year ending September 30, 2012 which said budget revisions are hereby approved adopted and accepted in all material respects.

SECTION II: If any section, subsection, sentence, clause or provisions of this Resolution is held unconstitutional, inoperative, or void by a court of competent jurisdiction, such holding shall not affect the remainder of the Resolution.

SECTION III: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of September, 2011.

Board of County Commissioners
Flagler County, Florida

Alan C. Peterson, Chairman

Attest:

Gail Wadsworth, Clerk of the Circuit Court
and Ex-Officio Clerk to the Board of
County Commissioners

Approved as to form:



Albert J. Hadeed
County Attorney

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
General Fund (001)		
Revenues		
Ad Valorem Taxes	40,848,667	40,848,667
Licenses & Permits	34,000	34,000
Intergovernmental Revenue	4,538,256	4,607,715
Charges for Services	4,213,924	4,213,924
Fines & Forfeitures	96,000	96,000
Miscellaneous Revenues	431,066	436,066
Interfund Transfers	170,815	170,815
Other Sources	0	0
Excess Fees	1,350,000	1,350,000
Less 5%	(2,464,807)	(2,464,807)
Cash Carry Forward	15,969,867	16,023,031
Total Revenues	65,187,788	65,315,411
Expenses		
General Government	12,167,893	12,169,831
Public Safety	11,758,414	11,848,599
Physical Environment	257,902	257,902
Transportation	1,908,026	1,908,026
Economic Environment	739,201	864,201
Human Services	3,614,343	3,617,343
Cultural/Recreation	3,401,701	3,436,701
Other Uses	0	0
Other Non-Operating	51,000	51,000
Court Related	433,129	433,129
Interfund Transfers	23,164,878	23,162,378
Reserves/Contingency	7,691,301	(125,000)
Total Expenses	127,623	127,623
Fines and Forfeitures (Fund 101)		
Revenues		
Miscellaneous Revenues	1,000	1,000
Cash Carry Forward	1,015	1,015
Less 5%	(50)	(50)
Total Revenues	1,965	1,965
Expenses		
General Government	150	150
Interfund Transfer	1,815	1,815
Total Expenses	1,965	1,965

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Public Works (Fund 102)		
Revenues		
Other Taxes	766,359	766,359
Intergovernmental Revenue	821,366	821,366
Charges for Services	213,600	213,600
Miscellaneous Revenues	6,194	6,194
Interfund Transfers	0	0
Less 5%	(79,223)	(79,223)
Cash Carry Forward	785,747	785,747
Total Revenues	2,514,043	2,514,043
Expenses		
General Government	0	0
Transportation	2,125,365	2,125,365
Reserves/Contingency	388,678	388,678
Total Expenses	2,514,043	2,514,043
Legal Aid Fund (Fund 105)		
Revenues		
Fines & Forfeitures	17,000	17,000
Miscellaneous Revenues	10	10
Interfund Transfers	26,526	26,526
Less 5%	(851)	(851)
Cash Carry Forward	2,569	2,569
Total Revenues	45,254	45,254
Expenses		
Human Services	45,254	45,254
Total Expenses	45,254	45,254

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Law Enforcement Trust (Fund 106)		
Revenues		
Fines & Forfeitures	50,000	50,000
Miscellaneous Revenues	250	250
Less 5%	(2,513)	(2,513)
Cash Carry Forward	257,505	257,505
Total Revenues	305,242	305,242
Expenses		
Public Safety	305,242	305,242
Total Expenses	305,242	305,242
Law Library (Fund 107)		
Revenues		
Fines & Forfeitures	18,156	18,156
Miscellaneous Revenues	0	0
Less 5%	(908)	(908)
Cash Carry Forward	11,954	11,954
Total Revenues	29,202	29,202
Expenses		
Court Related	20,191	20,191
Reserves/Contingency	9,011	9,011
Total Expenses	29,202	29,202
Court Facilities (Fund 108)		
Revenues		
Fines & Forfeitures	200,000	200,000
Miscellaneous Revenues	2,400	2,400
Less 5%	(10,120)	(10,120)
Cash Carry Forward	877,896	877,896
Total Revenues	1,070,176	1,070,176
Expenses		
Court Related	87,073	87,073
Reserves/Contingency	983,103	983,103
Total Expenses	1,070,176	1,070,176

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>Tourist Development Capital Projects (Fund 109)</u>		
Revenues		
Other Taxes	289,607	289,607
Miscellaneous Revenues	3,745	3,745
Less 5%	(14,668)	(14,668)
Cash Carry Forward	1,315,160	1,315,160
Total Revenues	1,593,844	1,593,844
Expenses		
Cultural/Recreation	1,443,844	1,443,844
Interfund Transfers	150,000	150,000
Total Expenses	1,593,844	1,593,844
<u>Tourist Development Promotions & Advertising (Fund 110)</u>		
Revenues		
Other Taxes	852,731	852,731
Miscellaneous Revenues	2,661	2,661
Less 5%	(42,770)	(42,770)
Cash Carry Forward	591,754	704,699
Total Revenues	1,404,376	1,517,321
Expenses		
Economic Environment	1,404,376	1,517,321
Total Expenses	1,404,376	1,517,321
<u>Tourist Development Beach Restoration (Fund 111)</u>		
Revenues		
Other Taxes	144,803	144,803
Intergovernmental Revenue	42,300	42,300
Miscellaneous Revenues	2,668	2,668
Less 5%	(9,489)	(9,489)
Cash Carry Forward	780,315	780,315
Total Revenues	960,597	960,597
Expenses		
Physical Environment	960,597	960,597
Total Expenses	960,597	960,597

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Constitutional Gas Tax (Fund 112)		
Revenues		
Intergovernmental Revenue	11,143,693	11,014,711
Miscellaneous Revenues	2,000	2,000
Less 5%	(44,331)	(44,331)
Cash Carry Forward	1,394,457	1,394,457
Total Revenues	12,495,819	12,366,837
Expenses		
Transportation	8,388,335	8,388,335
Cultural/Recreation	1,953,847	1,824,865
Reserves/Contingency	2,153,637	2,153,637
Total Expenses	12,495,819	12,366,837
Countywide Road Damage (Fund 115)		
Revenues		
Miscellaneous Revenues	0	0
Total Revenues	0	0
Expenses		
Total Expenses	0	0
Environmentally Sensitive Lands (Fund 117)		
Revenues		
Miscellaneous Revenues	0	0
Less 5%	0	0
Cash Carry Forward	0	0
Total Revenues	0	0
Expenses		
Physical Environment	0	0
Total Expenses	0	0

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Environmentally Sensitive Lands 2008 (Fund 119)		
Revenues		
Ad Valorem Taxes	0	0
Miscellaneous Revenues	165,310	235,310
Less 5%	0	0
Cash Carry Forward	1,182,307	1,182,307
Total Revenues	1,347,617	1,417,617
Expenses		
Physical Environment	1,185,457	1,417,617
Interfund Transfer	162,160	(162,160)
Total Expenses	1,347,617	1,417,617
Utility Regulatory Authority (Fund 120)		
Revenues		
Miscellaneous Revenues	30	30
Less 5%	(2)	(2)
Cash Carry Forward	21,258	21,258
Total Revenues	21,286	21,286
Expenses		
Physical Environment	7,885	7,885
Reserves/Contingency	13,401	13,401
Total Expenses	21,286	21,286

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Government Services Building Administration (Fund 125)		
Revenues		
Miscellaneous Revenues	0	0
Interfund Transfers	0	0
Total Revenues	0	0
Expenses		
General Government	0	0
Total Expenses	0	0
Transportation Impact Fee East- Old (Fund 130)		
Revenues		
Intergovernmental Revenue	0	0
Miscellaneous Revenues	3,500	3,500
Less 5%	(175)	(175)
Cash Carry Forward	2,421,473	2,421,473
Total Revenues	2,424,798	2,424,798
Expenses		
Transportation	650	650
Interfund Transfer	0	0
Reserves/Contingency	2,424,148	2,424,148
Total Expenses	2,424,798	2,424,798
Transportation Impact Fee West (Fund 131)		
Revenues		
Miscellaneous Revenues	16,840	16,840
Less 5%	(842)	(842)
Cash Carry Forward	107,373	107,373
Total Revenues	123,371	123,371
Expenses		
Transportation	125	125
Reserves/Contingency	123,246	123,246
Total Expenses	123,371	123,371

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>Parks Impact Fee Zone 1 (Fund 132)</u>		
Revenues		
Intergovernmental Revenue	597,565	597,565
Miscellaneous Revenues	6,500	6,500
Less 5%	(325)	(325)
Cash Carry Forward	34,524	34,524
Total Revenues	638,264	638,264
Expenses		
Cultural/Recreation	450,310	450,310
Transportation	0	0
Reserves/Contingency	187,954	187,954
Total Expenses	638,264	638,264
<u>Parks Impact Fee Zone 2 (Fund 133)</u>		
Revenues		
Miscellaneous Revenues	1,572	1,572
Less 5%	(79)	(79)
Cash Carry Forward	4,692	4,692
Total Revenues	6,185	6,185
Expenses		
Cultural/Recreation	150	150
Reserves/Contingency	6,035	6,035
Total Expenses	6,185	6,185
<u>Parks Impact Fee Zone 3 (Fund 134)</u>		
Revenues		
Miscellaneous Revenues	17,587	17,587
Less 5%	(79)	(79)
Cash Carry Forward	5,401	5,401
Total Revenues	22,909	22,909
Expenses		
Cultural/Recreation	20,300	20,300
Reserves/Contingency	2,609	2,609
Total Expenses	22,909	22,909

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>Parks Impact Fee Zone 4 (Fund 135)</u>		
Revenues		
Miscellaneous Revenues	2,023	2,023
Less 5%	(101)	(101)
Cash Carry Forward	40,723	40,723
Total Revenues	42,645	42,645
Expenses		
Cultural/Recreation	150	150
Reserves/Contingency	42,495	42,495
Total Expenses	42,645	42,645
<u>Transportation Impact Fee Palm Coast (Fund 136)</u>		
Revenues		
Intergovernmental Revenue	398,587	398,587
Miscellaneous Revenues	18,000	18,000
Less 5%	(21,729)	(21,729)
Cash Carry Forward	4,249,949	4,249,949
Total Revenues	4,644,807	4,644,807
Expenses		
Transportation	429,287	429,287
Reserves/Contingency	4,215,520	4,215,520
Total Expenses	4,644,807	4,644,807

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Transportation Impact Fee New East (Fund 137)		
Revenues		
Intergovernmental Revenue	0	0
Miscellaneous Revenues	148,100	148,100
Less 5%	(7,400)	(7,400)
Cash Carry Forward	480,362	480,362
Total Revenues	621,062	621,062
Expenses		
Transportation	440	440
Reserves	620,622	620,622
Other Uses	0	0
Total Expenses	621,062	621,062
Economic Development (Fund 141)		
Revenues		
Miscellaneous Revenues	0	0
Cash Carry Forward	236,184	236,184
Total Revenues	236,184	236,184
Expenses		
Economic Environment	236,184	236,184
Total Expenses	236,184	236,184
SHIP Program (Fund 143)		
Revenues		
Intergovernmental Revenue	0	0
Miscellaneous Revenues	0	0
Cash Carry Forward	350,000	350,000
Total Revenues	350,000	350,000
Expenses		
Public Safety	0	0
Economic Environment	350,000	350,000
Total Expenses	350,000	350,000

Flagler County Board of County Commissioners
 FY 2011-2012

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Old Kings Road Landfill (Fund 145)		
Revenues		
Miscellaneous Revenues	100	100
Less 5%	(5)	(5)
Cash Carry Forward	532,796	532,796
Total Revenues	532,891	532,891
Expenses		
Physical Environment	50,600	50,600
Reserves/Contingency	482,291	482,291
Total Expenses	532,891	532,891
Construction & Demolition Debris Landfill (Fund 146)		
Revenues		
Miscellaneous Revenues	100	100
Less 5%	(5)	(5)
Cash Carry Forward	929,176	929,176
Total Revenues	929,271	929,271
Expenses		
Physical Environment	36,600	36,600
Reserves/Contingency	892,671	892,671
Total Expenses	929,271	929,271
Bunnell Landfill (Fund 148)		
Revenues		
Miscellaneous Revenues	100	100
Less 5%	(5)	(5)
Cash Carry Forward	298,009	298,009
Total Revenues	298,104	298,104
Expenses		
Physical Environment	20,900	20,900
Reserves/Contingency	277,204	277,204
Total Expenses	298,104	298,104

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>CDBG-ED Florida Rock (Fund 150)</u>		
Revenues		
Intergovernmental Revenue	0	0
Total Revenues	0	0
Expenses		
Economic Environment	0	0
Total Expenses	0	0
<u>CDBG-Disaster Recovery Program (Fund 151)</u>		
Revenues		
Intergovernmental Revenue	718,762	76,707
Total Revenues	718,762	76,707
Expenses		
Transportation	718,762	76,707
Total Expenses	718,762	76,707
<u>Bimini Gardens MSTU (Fund 175)</u>		
Revenues		
Licenses & Permits	5,674	5,674
Miscellaneous Revenues	0	0
Excess Fees	0	0
Less 5%	(283)	(283)
Cash Carry Forward	1,894	1,894
Total Revenues	7,285	7,285
Expenses		
General Government	228	228
Transportation	7,057	7,057
Total Expenses	7,285	7,285

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Colbert Lane Settlement (Fund 176)		
Revenues		
Miscellaneous Revenues	0	0
Total Revenues	0	0
Expenses		
Total Expenses	0	0
Espanola Special Assessment (Fund 177)		
Revenues		
Licenses & Permits	1,335	1,335
Intergovernmental Revenue	8,750	8,750
Miscellaneous Revenues	50	50
Less 5%	(506)	(506)
Cash Carry Forward	11,888	11,888
Total Revenues	21,517	21,517
Expenses		
Human Services	21,517	21,517
Total Expenses	21,517	21,517
Rima Ridge Special Assessment (Fund 178)		
Revenues		
Licenses & Permits	2,398	2,398
Intergovernmental Revenue	8,750	8,750
Miscellaneous Revenues	100	100
Less 5%	(562)	(562)
Cash Carry Forward	21,664	21,664
Total Revenues	32,350	32,350
Expenses		
Human Services	8,229	8,229
Reserves/Contingency	24,121	24,121
Total Expenses	32,350	32,350

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>Municipal Services (Fund 180)</u>		
Revenues		
Licenses & Permits	8,000	8,000
Intergovernmental Revenue	497,539	497,539
Charges for Services	118,560	118,560
Fines & Forfeitures	0	0
Miscellaneous Revenues	3,882	3,882
Interfund Transfer	0	0
Less 5%	(31,388)	(31,388)
Cash Carry Forward	0	0
Total Revenues	596,593	596,593
<u>Expenses</u>		
General Government	423,774	423,774
Public Safety	121,089	121,089
Physical Environment	25,009	25,009
Transportation	0	0
Reserves/Contingency	26,721	26,721
Total Expenses	596,593	596,593
<u>Building Department (Fund 181)</u>		
Revenues		
Licenses & Permits	275,970	275,970
Charges for Services	2,000	2,000
Fines & Forfeitures	2,500	2,500
Miscellaneous Revenues	5,000	5,000
Interfund Transfer	4,000	4,000
Less 5%	(14,273)	(14,273)
Cash Carry Forward	507,107	507,107
Total Revenues	782,304	782,304
<u>Expenses</u>		
Public Safety	493,285	493,285
Reserves/Contingency	289,019	289,019
Total Expenses	782,304	782,304

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>Mediation / Arbitration (Fund 190)</u>		
Revenues		
Miscellaneous Revenues	0	0
Less 5%	0	0
Cash Carry Forward	0	0
Total Revenues	0	0
Expenses		
Court Related	0	0
Total Expenses	0	0
<u>Domestic Violence (Fund 192)</u>		
Revenues		
Fines & Forfeitures	0	0
Miscellaneous Revenues	0	0
Less 5%	0	0
Cash Carry Forward	0	0
Total Revenues	0	0
Expenses		
General Government	0	0
Interfund Transfers	0	0
Total Expenses	0	0
<u>Alcohol & Drug Abuse Trust Fund (Fund 193)</u>		
Revenues		
Fines & Forfeitures	3,000	3,000
Miscellaneous Revenues	10	10
Less 5%	(151)	(151)
Cash Carry Forward	286	286
Total Revenues	3,145	3,145
Expenses		
Court Related	3,145	3,145
Total Expenses	3,145	3,145

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Court Innovations /Technology (Fund 194)		
Revenues		
Fines & Forfeitures	160,500	160,500
Miscellaneous Revenues	2,800	2,800
Less 5%	(8,165)	(8,165)
Cash Carry Forward	559,821	559,821
Total Revenues	714,956	714,956
Expenses		
General Government	0	0
Court Related	115,319	115,319
Reserves/Contingency	599,637	599,637
Total Expenses	714,956	714,956
Juvenile Diversion (Fund 195)		
Revenues		
Fines & Forfeitures	19,500	19,500
Miscellaneous Revenues	0	0
Less 5%	(975)	(975)
Cash Carry Forward	15,032	15,032
Total Revenues	33,557	33,557
Expenses		
Interfund Transfers	33,407	33,407
Court Related	150	150
Total Expenses	33,557	33,557
Crime Prevention Fund (Fund 196)		
Revenues		
Fines & Forfeitures	25,000	25,000
Miscellaneous Revenues	300	300
Less 5%	(1,265)	(1,265)
Cash Carry Forward	126,061	126,061
Total Revenues	150,096	150,096
Expenses		
General Government	0	0
Public Safety	36,380	36,380
Interfund Transfer	19,000	19,000
Reserves/Contingency	94,716	94,716

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Total Expenses	150,096	150,096
Court Innovations (Fund 197)		
Revenues		
Fines & Forfeitures	25,000	25,000
Miscellaneous Revenues	500	500
Interfund Transfers	63,407	63,407
Less 5%	(1,500)	(1,500)
Cash Carry Forward	89,204	89,204
Total Revenues	176,611	176,611
Expenses		
Court Related	106,294	106,294
Reserves/Contingency	70,317	70,317
Total Expenses	176,611	176,611
Teen Court (Fund 198)		
Revenues		
Fines & Forfeitures	24,769	24,769
Miscellaneous Revenues	25	25
Interfund Transfers	37,956	37,956
Less 5%	(1,240)	(1,240)
Cash Carry Forward	3,832	3,832
Total Revenues	65,342	65,342
Expenses		
Court Related	65,342	65,342
Total Expenses	65,342	65,342
(ESL) Series 1998 (Fund 203)		
Revenues		
Ad Valorem Taxes	0	0
Other Taxes	0	0
Miscellaneous Revenues	0	0
Less 5%	0	0
Cash Carry Forward	0	0
Total Revenues	0	0
Expenses		
General Government	0	0
Reserves/Contingency	0	0

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Total Expenses	0	0

Colbert Lane Special Assessment (Fund 207)

Revenues		
Miscellaneous Revenue	1,000	1,000
Licenses & Permits	373,665	373,665
Interfund Transfer	0	0
Less 5%	(18,733)	(18,733)
Cash Carry Forward	646,590	646,590
Total Revenues	1,002,522	1,002,522

Expenses		
General Government	358,362	358,362
Reserves/Contingency	644,160	644,160
Total Expenses	1,002,522	1,002,522

(ESL) II Series 2005 (Fund 209)

Revenues		
Ad Valorem Taxes	594,035	594,035
Miscellaneous Revenues	5,048	5,048
Less 5%	(28,528)	(28,528)
Cash Carry Forward	606,189	606,189
Total Revenues	1,176,744	1,176,744

Expenses		
General Government	670,894	670,894
Reserves/Contingency	505,850	505,850
Total Expenses	1,176,744	1,176,744

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
<u>Capital Construction Sinking, \$34,105,000 Bond, Series 2005 (Fund 210)</u>		
Revenues		
Other Taxes	1,361,944	1,361,944
Intergovernmental Revenue	1,397,104	1,397,104
Miscellaneous Revenues	10,000	10,000
Interfund Transfers	0	0
Less 5%	(131,929)	(131,929)
Cash Carry Forward	4,602,951	4,602,951
Total Revenues	7,240,070	7,240,070
Expenses		
General Government	2,609,488	2,609,488
Reserves/Contingency	4,630,582	4,630,582
Total Expenses	7,240,070	7,240,070

Judicial Center #32,990,000 General Obligation Bonds, Series 2005 (Fund 211)

Revenues		
Ad Valorem Taxes	2,023,004	2,023,004
Miscellaneous Revenues	500	500
Less 5%	(101,175)	(101,175)
Cash Carry Forward	59,949	59,949
Total Revenues	1,982,278	1,982,278
Expenses		
General Government	1,982,278	1,982,278
Total Expenses	1,982,278	1,982,278

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Environmentally Sensitive Lands 2008 (Fund 219)		
Revenues		
Ad Valorem Taxes	1,046,932	1,046,932
Miscellaneous Revenue	1,510	1,510
Interfund Transfer	0	0
Other Sources	0	0
Less 5%	(48,943)	(48,943)
Cash Carry Forward	486,157	486,157
Total Revenues	1,485,656	1,485,656
Expenses		
General Government Services	929,926	929,926
Reserves	555,730	555,730
Total Expenses	1,485,656	1,485,656
Emergency Communications E911 (Fund 302)		
Revenues		
Intergovernmental Revenue	466,562	466,562
Charges for Services	0	0
Miscellaneous Revenues	3,000	3,000
Less 5%	(23,328)	(23,328)
Cash Carry Forward	497,918	497,918
Total Revenues	944,152	944,152
Expenses		
Public Safety	437,948	437,948
Reserves/Contingency	506,204	506,204
Total Expenses	944,152	944,152

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Beachfront Parks Capital (Fund 307)		
Revenues		
Intergovernmental Revenue	0	0
Miscellaneous Revenues	6,000	6,000
Less 5%	(300)	(300)
Cash Carry Forward	1,089,953	1,089,953
Total Revenues	1,095,653	1,095,653
Expenses		
Cultural/Recreation	433,700	433,700
Reserves/Contingency	661,953	661,953
Total Expenses	1,095,653	1,095,653
Beachfront Park Maintenance (Fund 308)		
Revenues		
Miscellaneous Revenues	4,000	4,000
Less 5%	(200)	(200)
Cash Carry Forward	860,310	860,310
Total Revenues	864,110	864,110
Expenses		
General Government	400	400
Cultural/Recreation	10,269	10,269
Reserves/Contingency	853,441	853,441
Total Expenses	864,110	864,110

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Major Capital Projects OLD (Fund 309)		
Revenues		
Miscellaneous Revenues	0	0
Cash Carry Forward	0	0
Total Revenues	0	0
Expenses		
General Government	0	0
Public Safety	0	0
Cultural/Recreation	0	0
Reserves/Contingency	0	0
Total Expenses	0	0

Major Capital Projects NEW (Fund 310)		
Revenues		
Intergovernmental Revenue	0	0
Miscellaneous Revenues	0	0
Interfund Transfers	0	0
Cash Carry Forward	0	0
Total Revenues	0	0
Expenses		
General Government Services	0	0
Transportation	0	0
Cultural/Recreation	0	0
Total Expenses	0	0

2008 ESL Referendum (Fund 319)		
Revenues		
Miscellaneous Revenues	2,780	2,780
Other Sources	0	0
Cash Carry Forward	1,623,582	1,623,582
Total Revenues	1,626,362	1,626,362
Expenses		
General Government	0	0
Physical Environment	1,624,416	1,624,416
Culture Recreation	1,946	1,946
Total Expenses	1,626,362	1,626,362

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Airport (Fund 401)		
Revenues		
Licenses & Permits	1,000	1,000
Intergovernmental Revenue	2,071,488	2,052,972
Charges for Services	1,326,218	1,326,218
Miscellaneous Revenues	32,276	32,276
Interfund Transfer	0	0
Less 5%	(67,998)	(67,998)
Cash Carry Forward	1,414,350	1,414,350
Total Revenues	4,777,334	4,758,818
Expenses		
Transportation	4,363,492	4,363,492
Reserves/Contingency	413,842	395,326
Total Expenses	4,777,334	4,758,818
Sanitary Landfill (Fund 402)		
Revenues		
Intergovernmental Revenue	70,588	70,588
Charges for Services	1,000	1,000
Miscellaneous Revenues	20,000	20,000
5% Reduction	(4,579)	(4,579)
Cash Carry Forward	2,388,805	2,388,805
Total Revenues	2,475,814	2,475,814
Expenses		
Physical Environment	253,054	253,054
Reserves/Contingency	2,222,760	2,222,760
Total Expenses	2,475,814	2,475,814

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Utility (Fund 404)		
Revenues		
Intergovernmental Revenue	2,529,900	2,529,900
Charges for Services	479,204	479,204
Miscellaneous Revenues	9,139	9,139
Other Sources	1,401,567	1,401,567
Less 5%	(23,543)	(23,543)
Cash Carry Forward	766,059	766,059
Total Revenues	5,162,326	5,162,326
Expenses		
Physical Environment	4,763,788	4,763,788
Reserves/Contingency	398,538	398,538
Total Expenses	5,162,326	5,162,326
Residential Solid Waste Collection (Fund 405)		
Revenues		
Other Taxes	115,406	115,406
Licenses & Permits	0	0
Charges for Services	1,453,298	1,453,298
Miscellaneous Revenues	3,508	3,508
Less 5%	(78,611)	(78,611)
Cash Carry Forward	701,126	701,126
Total Revenues	2,194,727	2,194,727
Expenses		
Physical Environment	1,472,670	1,472,670
Reserves/Contingency	722,057	722,057
Total Expenses	2,194,727	2,194,727

Flagler County Board of County Commissioners
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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	8/15/11	9/7/11
	PROPOSED FY 11-12	AMENDED PROPOSED FY 11-12
Health Insurance Fund (Fund 603)		
Revenues		
Miscellaneous Revenues	6,780,589	6,780,589
Cash Carry Forward	3,435,595	3,435,595
Total Revenues	10,216,184	10,216,184
Expenses		
General Government	3,300	3,300
Other Uses	7,532,151	7,532,151
Interfund Transfers	0	0
Reserves/Contingency	2,680,733	2,680,733
Total Expenses	10,216,184	10,216,184
Daytona North Service District (Fund 702)		
Revenues		
Other Taxes	62,709	62,709
Licenses & Permits	265,080	265,080
Intergovernmental Revenue	0	0
Miscellaneous Revenues	1,600	1,600
Excess Fees	2,000	2,000
Less 5%	(16,286)	(16,286)
Cash Carry Forward	304,896	304,896
Total Revenues	619,999	619,999
Expenses		
General Government	29,700	29,700
Transportation	353,618	353,618
Reserves/Contingency	236,681	236,681
Total Expenses	619,999	619,999

SCHEDULE B

Fiscal Year 2011/2012 Budget Changes

GENERAL FUND

Document Page #	Revenues	7/15/2011 Proposed Budget	Increase/ (Decrease)	9/7/2011 Tentative Budget	Comments
3-125	001-0000-331.21.01	50,000	65,609	115,609	Additional grant funds received
3-107	001-0000-334.23-00	179,770	3,850	183,620	Increased EMPA grant funding from the State
3-119	001-0000-366.01-05	-	5,000	20,726	CBE Grant
3-140	001-0000-399.00-00	15,969,867	53,164	16,023,031	Project Rollovers
Total Change			<u>127,623</u>		
Expenditures					
3-140	001-6000-562.31-10	20,000	3,000	23,000	Increase Health Dept. Parking Exp. Prj #640550 due to rev. FY11 estimates
3-5	001-0100-511.10-11	239,330	600	239,930	Board Chair Travel Allowance is subject to taxes-needs to be in salary acct.
3-5	001-0100-511.10-21	18,309	46	18,355	Travel Allowance FICA
3-8	001-0200-512.10-11	451,901	1,200	453,101	County Admin. Travel Allowance is subject to taxes-needs to be in salary acct.
3-8	001-0200-512.10-21	34,570	92	34,662	Travel Allowance FICA
3-107	001-8613-525.52-12	83,795	3,850	87,645	Increased EMPA grant funding from the State
2-17	001-0900-581.91-22	1,629,364	(2,500)	1,626,864	Reduce Clerk Travel and Education/Conference Expense
3-140	001-6010-572.34-10	107,500	35,000	142,500	Rebudget for Project #150984 Parks Software
3-126	001-8602-525.51-10	0	2,500	2,500	Office Supplies for Comprehensive Emerg Mgmt Plan
3-127	001-8602-525.52-12	0	6,102	6,102	Other Operating Expenses for Comprehensive Emerg Mgmt Plan
3-125	001-8602-525.10-12	0	43,996	43,996	Senior Special Project Coordinator Grant Portion
3-125	001-8602-525.10-21	0	3,366	3,366	FICA for Senior Special Project Coordinator Grant Portion
3-125	001-8602-525.10-22	0	2,895	2,895	Retirement for Senior Special Project Coordinator Grant Portion
3-125	001-8602-525.10-23	0	110	110	Workers Comp for Senior Special Project Coordinator Grant Portion
3-125	001-8602-525.10-24	0	6,640	6,640	Insurance for Senior Special Project Coordinator Grant Portion
2-120	001-3815-522.55-02	500,000	(125,000)	20,726	Fire/Rescue CBE grant training funds rollover plus FY12 funding
001-5000-587.98-58	Helicopter Reserves	510,000	(50,000)	375,000	Reduce and reallocate helicopter ressource to Economic Development
001-0205-559.82-40	Aid to Private Organizations	225,000	175,000	400,000	Required to fund the new Economic Development Council
001-0205--559.82-52	Economic Development Council		<u>127,623</u>		Required to fund the new Economic Development Council
Total Change			<u>127,623</u>		

July 15th Budget Submittal General Fund \$ 65,187,788

Revised General Fund \$ 65,315,411

SCHEDULE B

Document		Tourist Development Fund (110)		9/7/2011		9/7/2011	
Page #	Revenues	Proposed Budget	Increase/ (Decrease)	Tentative Budget	Comments	Proposed Budget	Tentative Budget
5-5	110-0000-399.00-00	Cash Carry Forward	591,754	112,945	704,699	Based on Actual Collections	
Total Change			112,945				
Expenditures							
5-5	110-4700-559.48-10	Promotional Activities	1,105,143	55,753	1,160,896	Appropriate additional Cash Carry Forward	
5-5	110-4700-559.48-18	Promotional - Flagler Beach Chamber	-	15,000	15,000	Fireworks	
5-5	110-4700-559.48-18	Promotional - City of Palm Coast	-	15,000	15,000	Fireworks	
5-5	110-4700-559.48-11	Chamber of Commerce	196,651	27,192	223,843	Northeast golf marketing campaign	
Total Change			112,945				
July 15th Budget Submittal Tourist Development Fund(110)		\$	591,754				
Revised Tourist Development Cash Carry Forward (110)		\$	704,699				

Document		Constitutional Gas Tax (112)		9/7/2011		9/7/2011	
Page #	Revenues	Proposed Budget	Increase/ (Decrease)	Tentative Budget	Comments	Proposed Budget	Tentative Budget
5-65	112-0000-331.49-06	FDOT Sidewalk	5,636,637	(128,982)	5,507,655	Revised FY11 Estimates-Prj #514141 SR100 Sidewalk Bulldog to Roberts	
Total Change			(128,982)				
Expenditures							
5-65	112-8119-572.63-63	Capital/Trails	1,953,847	(128,982)	1,824,865	Revised FY11 Estimates-Prj #514141 SR100 Sidewalk Bulldog to Roberts	
Total Change			(128,982)				
July 15th Budget Submittal Constitutional Gas Tax (112)		\$	12,495,819				
Revised Constitutional Gas Tax (112)		\$	12,366,837				

Document		Environmentally Sensitive Lands (119)		9/7/2011		9/7/2011	
Page #	Revenues	Proposed Budget	Increase/ (Decrease)	Tentative Budget	Comments	Proposed Budget	Tentative Budget
5-74	119-0000-361.10-00	FDOT LAP Grant	165,310	70,000	235,310	New grant for Bing's Landing Recreational Facility Improvements	
Total Change			70,000				
Expenditures							
5-74	119-4600-581.91-10	Interfund Transfer	162,160	(162,160)	0	Interfund Transfer not required for ESL Debt Service Fund 219	
5-74	119-6200-537.61-10	Land & Permanent Easements	498,647	147,160	645,807	Adjust for unnecessary Transfer to ESL Debt Service Fund 219 & \$15K match	
5-74	119-6200-537.31-10	Professional Services	685,310	85,000	770,310	LAP agreement for Bing's Rec. Fac. Improvement Prj. #17003 (\$15K local match)	
Total Change			70,000				
July 15th Budget Submittal ESL (119)		\$	1,347,617				
Revised ESL Fund (119)		\$	1,417,617				

SCHEDULE B

CDBG Disaster Recovery Program Fund (151)

Document Page #	Revenues	7/15/2011 Proposed Budget	Increase/ (Decrease)	9/7/2011 Tentative Budget	Comments
5-69	151-0000-331.27-07	718,762	76,707	795,469	Revised FY11 Estimate for Project #560581 Water Oak Rd. Improvements
	Total Change		<u>76,707</u>		
Expenditures					
5-69	151-8232-541.63-10	700,000	76,707	776,707	Revised FY11 Estimate for Project #560581 Water Oak Rd. Improvements
	Total Change		<u>76,707</u>		
July 15th Budget Submittal CDBG Disaster Recovery Program Fund (151) \$ 718,762					
Revised Disaster Recovery Program Fund (151) \$ 795,469					

Airport (401)

Document Page #	Revenues	7/15/2011 Proposed Budget	Increase/ (Decrease)	9/7/2011 Tentative Budget	Comments
4-29	401-0000-334.10-09	72,500	(18,516)	53,984	Loss of rent from MH Operations
	Total Change		<u>(18,516)</u>		
Expenditures					
4-36	401-5000-587.98-50	410,868	(18,516)	392,352	To fund Operating expenses due to loss of rental revenue from MH Operations
	Total Change		<u>(18,516)</u>		
July 15th Budget Submittal Airport Fund (401) \$ 4,888,334					
Revised Airport Fund (401) \$ 4,869,818					

SUMMARY ALL FUNDS

TOTAL ALL FUNDS JULY 15TH	\$ 144,014,149
TOTAL ALL FUNDS REVISED	\$ 144,253,926

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 20**

SUBJECT: Northeast Florida Regional Council (NEFRC) Discussion of Flagler County 2012 Legislative Priorities.

DATE OF MEETING: September 7, 2011

OVERVIEW/SUMMARY: The Flagler County Board of County Commissioners annually establishes a list of priority projects. Typically, this list is submitted to the Regional Council in October and the State Legislative Delegation in late November or early December. However, the 2012 Florida Legislative Session is scheduled to begin earlier than usual – on January 10 – to complete the decennial legislative redistricting process. The 2012 top three (3) priorities have been requested by Mr. Brian Teeple, Chief Executive Officer for the Northeast Florida Regional Council. Mr. Teeple has requested that the County provide a 2012 Legislative Priorities list to the NEFRC by September 16, 2011 (Attachment 1).

The NEFRC addresses legislative issues on a regional basis. Accordingly, the legislative priorities of each of the seven (7) counties in the NEFRC are reviewed by the Council's Legislative Committee, from which a top "regional priorities" list is generated. The NEFRC 2011 Legislative Priorities booklet is provided for your reference (Attachment 2).

Draft issues for consideration for Flagler County may include:

- FDOT transportation priorities
- Affordable housing
- Revenue sharing and grant programs
- Alternative water supply projects
- Bed tax from online booking agencies
- Shoreline stabilization
- Charges for public use of submerged lands
- Funding for the Water Sustainability Trust Fund
- Funding for state programs
 - Florida Forever
 - Affordable Housing
 - FDEP Small County Operating Grant
- Stormwater infrastructure funding
- Florida friendly landscaping
- Flagler detoxification unit

A document containing more detailed information regarding these draft issues is included as Attachment 3.

A request has been made to our local partners for any feedback for our top three (3) regional priorities and for the legislative delegation priorities for later (Attachment 4). To date, the County has received feedback from Beverly Beach (Attachment 5), Bunnell (Attachment 6), Flagler Beach (Attachment 7) and Palm Coast (Attachment 8). These municipalities have indicated the following legislative priorities for the 2012 session:

- Beverly Beach:
 1. Request an increase in funding for the water and wastewater connection to Palm Coast and keep consumer water rates low;

2. Request funding from State and other sources to expand the Flagler County Public Transportation system with interconnect to Volusia and St. Johns Counties.
- Bunnell:
 1. Increase multimodal transportation initiatives in Florida
 2. Support funding to improve infrastructure in Bunnell
 3. Support economic development initiatives via incentive programs and funding
 - Flagler Beach:
 1. Support for the beach restoration feasibility study
 2. Support for the funding to harden the Pier for storm damage mitigation
 3. Support funding to improve infrastructure in Flagler Beach
 - Palm Coast:
 1. Clarify current Florida law to either allow or outlaw internet cafés and adopt appropriate regulations if allowed;
 2. Maintain funding from State gas tax and other sources for all aspects of transportation;
 3. Defeat any legislative attempt to pass an exemption from existing taxes for online hotel booking agencies.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Craig Coffey, County Administrator/386-313-4001

RECOMMENDATIONS: Request the Board discuss/suggest legislative items for the 2012 Flagler County Legislative Priorities list for submission to the Northeast Florida Regional Council with finalization at the September 19th meeting after any feedback is received from cities which have not already responded.




ATTACHMENTS:

1. Northeast Florida Regional Council letter dated August 5, 2011
2. 2011 Northeast Florida Regional Council Legislative Priorities
3. Detailed information on Flagler County draft issues
4. Letter to other municipalities regarding feedback
5. Response from Town of Beverly Beach dated August 25, 2011
6. Response from City of Bunnell dated August 28, 2011
7. Response from City of Flagler Beach received August 30, 2011 (received via e-mail)
8. Response from City of Palm Coast received August 29, 2011 (undated, received via e-mail)


 Craig Coffey, County Administrator


 Date

Deputy County Admin.
 Legal


Initials	Date
	
	_____

MEMORANDUM

c: BOCC
Sally S.
Andy J. / ckm

Date: August 5, 2011

To: Northeast Florida Chief Elected Officials and
Chief Administrative Officials

From: Brian D. Teeple, CEO 

Re: 2012 Legislative Priorities for Northeast Florida

RECEIVED

AUG 8 REC'D

COUNTY ADMINISTRATOR
FLAGLER COUNTY, FLORIDA

We are once again soliciting information from each of our Counties and Municipalities for the 2012 Legislative Session. Please review the enclosed copy of the 2011 Legislative Priorities of the Northeast Florida Regional Council as a guide to the pressing issues that were of concern within our Region for the 2011 Legislative Session. Please determine your top three priorities that most significantly represent the critical needs and concerns of your communities and constituents for the 2012 Legislative Session.

We request that you submit these issues to us by Friday, September 16, 2011 using the legislative format provided in the enclosed 2011 publication. Each listing should include the issue's background, requested action and effect.

The NEFRC Legislative Committee, which is comprised of delegates from each of our seven Member Counties, addresses critical concerns within our Region. This Committee is guided by the Home Rule Philosophy to develop and implement community-based solutions. So many issues-of-the-day, particularly in the current state of this economy, call for a collective regional approach as the most effective way to address, respond and resolve the issues that are most important to our **Region.**

The NEFRC Legislative Committee will determine the top "regional priorities" that represent the most critical concerns of the Northeast Florida Region. It is only through your input and participation that we can truly know what matters most to the citizens and constituents of our Region. As the Legislative Session will begin early next year, January 10, 2012, it is important that we receive your priorities on or before September 16, 2011.

If you have any questions, concerns or comments please feel free to direct them to Mario Taylor, Deputy CEO, at mtaylor@nefrc.org or (904) 279-0885, extension 106. Thank you for your participation and for assisting us in our mission of "Bringing Communities Together to Advance the Regional Agenda."

Enclosures: 2011 Legislative Priorities booklet

CC: NEFRC Legislative Committee and Board of Directors

NORTHEAST FLORIDA REGIONAL COUNCIL
BAKER★CLAY★DUVAL★FLAGLER★NASSAU★PUTNAM★ST. JOHNS

2011 LEGISLATIVE PRIORITIES



NORTHEAST FLORIDA
REGIONAL COUNCIL

N F R C

5850

ATTACHMENT 2

*"Bringing Communities Together
to Advance the Regional Agenda."*



Commissioner Kenny Eubanks

Chair - NEFRC Legislative Policy Committee
Chair - Putnam County Commission
Putnam County
(386) 329-0206
Kenny.Eubanks@Putnam-FL.com

***Commissioner Milissa Holland**

Vice-Chair - NEFRC Legislative Policy Committee
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Darryl Register

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***Elaine Brown**

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***Commissioner Paul B. Parsons**

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Mayor Jon Netts

City of Palm Coast
Flagler County
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Larry Williams

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Commissioner Ken Bryan

Chair, St. Johns County Commission
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bcoo5@sjcd.us

Committee Purpose:

"Work collectively and promote regionally."

Committee Philosophy:

This committee is guided by the Home Rule Philosophy to develop and implement community-based solutions.

Committee Responsibilities:

To serve as the forum for the Northeast Florida Regional Council Board of Directors to collect its local governments' legislative priorities to promote a regional agenda.

* Florida Regional Councils Association Representative



The following Regional Legislative priorities were determined by consensus of the Legislative Policy Committee and are listed below:

Protect Local Revenue



Oppose property tax legislation and initiatives that restrict local government's ability to collect sufficient revenue to provide needed facilities and services.

Transportation Funding



Support transportation funding legislation that provides a dedicated and recurring source of revenue, including local option fuel taxes, rental car surcharges, or other taxes or fees, to fund local government essential transportation projects and programs and the Transportation Regional Incentive Program (TRIP).

Support transportation funding legislation that improves economic development, quality of life, the Small County Road Assistance Program (SCRAP), the Small County Outreach Program (SCOP) and Transportation Regional Incentive Program (TRIP).

Support legislation that ensures adequate funding for maintenance and improvement of evacuation routes.

Water Supply



Support legislation that addresses the need for water conservation, water reuse and an adequate and reliable water supply for Florida and the Northeast Florida Region to meet the future needs of the state's growing population and the needs of the environment, agriculture, industry and mining.

Delegation of Growth Management Authority



Support a pilot program for the delegation of growth management responsibilities from the State Land Planning Agency (Florida Department of Community Affairs) in Comprehensive Planning District 4 to the Northeast Florida Regional Council (NEFRC). The period of the pilot program shall be from October 1, 2011 through September 30, 2016.

Extension of Comprehensive Plan Review Timeframe



Support revision of Ch. 163.3184, Florida Statutes, to extend the Regional Planning Councils' review period for comprehensive plans and amendments from 30 days to 45 days to ensure that the Councils have adequate time to coordinate with local governments and meet monthly meeting schedules.



SMALL COUNTY ROAD PROGRAMS

Background: The Small County Road Programs are critical to meeting Baker County's transportation needs. The Small County Road Assistance Program (SCRAP) and the Small County Outreach Program (SCOP) provide necessary transportation funding for road improvements.

Requested Action: Support continuation and increase monies generated by statewide gas tax collections to the State Transportation Trust Fund to provide essential transportation programs such as the Small County Road Assistance Program (SCRAP) and the Small County Outreach Program (SCOP).

Effect: Continuation of these vital programs will enable counties to make much needed road improvements, create jobs, correct environmental problems created by runoff and stimulate the local economy.

RETURN TO PREVIOUS OPERATING POLICIES OF THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

Background: The need in rural communities is for housing rehabilitation and new construction for low and moderate income persons. The waiting lists for these programs continue to increase. The "Sadowski Act" created permanent funding source that was redirected by the Legislature during the last session.

Requested Action: Reinstate funding source.

Effect: Restoration of SHIP funding will immediately increase the number of low and moderate income individuals receiving assistance, create jobs to stimulate housing industry, eliminate slums and blight and conserve energy by providing more energy efficient homes for citizens.

HURRICANE PREPAREDNESS/SENIOR CITIZENS CENTER

Background: Baker County has two hurricane shelters and a population of 25,000. The County is a "recipient county" for urban Duval and other nearby coastal communities. The County has daily needs for facilities to serve senior citizens. Property has been acquired and plans prepared for a building that can meet both needs. Matching funds assistance from the State would allow the construction of a facility that will meet local and regional needs.

Requested Action: Support funding for dual purpose facility.

Effect: Will provide a multi-purpose building for our senior citizens and also provide a shelter for evacuees and their pets for local and regional residents in the event of a major hurricane.

AD VALOREM PROPERTY TAXES

Background: Legislation requires local governments to roll back property millage rates regardless of public supported local needs and priorities. As a result, local governments must raise taxes in other areas to balance the budget. A "one size fits all" approach punishes conservative, fiscally responsible communities and causes public dissension. The State objective of fewer taxes at the local level is diminished.

Requested Action: Review all sources of State Revenue and eliminate exemptions.

Effect: Fair and equitable revenue sources for State and Local governments that are available to meet needs.

OPPOSE EFFORTS TO PRIVATIZE THE NORTHEAST FLORIDA STATE HOSPITAL (NEFSH)

Background: NEFSH is an important employer in Baker County. Efforts by the 2009 legislature to privatize NEFSH were successfully defeated by local lobbying efforts. More than likely this issue will resurface again in the 2011 session.

Requested Action: The State of Florida should direct the Office of Program Policy Analysis and Government Accountability (OPPAGA) or other appropriate "independent" agency to objectively determine the effectiveness of outsourcing NEFSH services.

Effect: A factually motivated decision should be made regarding the effectiveness of outsourcing NEFSH services. As one of the largest employers in the County and as the lowest cost-per-patient State facility in Florida, both the local economic and employment benefits of the hospital will be preserved and the State will be able to maintain a fixed amount of mental health services in Northeast Florida.



PROTECT LOCAL GOVERNMENTS REVENUE

Background: Recent legislative policies and constitutional amendments have created restrictions and exemptions to the overall tax base of local governments, thereby reducing their overall tax revenue resulting in either higher taxes, reduced services or some combination of the two.

Requested Action: Oppose property tax legislation or other similar initiatives that serve to reduce the overall tax base or revenue streams of local government without providing some offset so local government can exercise 'home rule' and determine what is best for its citizens.

Effect: This will allow local government to best serve its citizens without undue regulations, unfunded mandates or legislative degradation of 'home rule'.

TRANSPORTATION FUNDING

Background: Past growth has resulted in continual needs for transportation network improvements that impact desired quality of life projects, increased traffic congestion and hampered economic development potential.

Requested Action: Replenish the Transportation Trust Fund and use the fund for transportation projects only. Don't use that revenue fund as a bill payer for unrelated budget line items. A fully funded FDOT allows local governments to effectively work with and leverage local and regional projects benefitting the citizens. Initiatives such as TRIP and the Transportation Disadvantaged programs are beneficial to both the state and local government and need to be fully funded.

Effect: Increased traffic network demand with a reduced revenue stream has stressed state and local government's ability to meet regional community needs and protect quality of life and economic development needs.

AFFORDABLE AND ACCESSIBLE PROPERTY INSURANCE REFORM

Background: Legislative changes have served to reduce the free market competitive pricing and programs provided by civilian companies. The result was the development of a government run Citizens Property Insurance. This put an undue level of risk on all Floridians. The fund for Citizens is not actuarially sound and poses a risk to all insurance holders in Florida.

Requested Action: Restore the free market mechanisms which are now heavily constrained by the existence of legislative restrictions and Citizens Property Insurance.

Effect: This action will reduce the level of financial risk to all Floridians and ensure actuarial soundness into the future.

WATER SUPPLY

Background: As the Northeast Florida Region grows, further impacts to the already diminishing water supply of the aquifer are anticipated. Options to conserve and find more water resources are increasingly becoming the necessity.

Requested Action: Support legislation that addresses the need for water conservation, water reuse and an adequate and reliable water supply for Florida and the Northeast Florida Region to meet the future needs of the state's growing population and the needs of the environment, agriculture and business community. Protection of 'home rule' shall be part of that discussion.

Effect: Properly prioritizing the supply of water at the state, regional and county level will hopefully protect the Region's future water resources.

RESTORING GENERAL FUNDS FOR LOCAL HEALTH DEPARTMENTS

Background: The reduction of state general funds to the local health department has resulted in tremendous loss of service to the community. State funding reductions of 26% over the last three years have resulted in 25% staff reduction, limited emergency response capability, shutdown of local offices and elimination of critical programs for the underserved population that relies heavily on local health departments.

Requested Action: Restore State General Revenue support for the Health Department to levels needed to meet appropriate service mandates and allow protections of minimum level of quality of life needs. Also, don't pass any unfunded mandates involving inspection programs without fully funding needed staff or program requirements.

Effect: Restoring funds as requested would allow the local health department to plan and execute strategic programs and maintain mission critical staffing levels.

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING

Background: Since 2004, County SHIP funds have been reduced, resulting in the wait listing and subsequent stoppage of application acceptance for this affordable housing program. There is no funding in the FY 10/11 budget following a FY 09/10 budget of only \$350K. Previous FY's had funding levels of nearly \$2 million and allowed sustainable service of the low income in the community.

Requested Action: Restore the dollars in the Sadowski Trust Fund specifically designated for affordable housing initiatives. Support legislation that improves affordable housing initiatives.

Effect: Restoration of SHIP funds will help meet the affordable housing needs of the community. In addition, utilization of SHIP funds locally creates an economic impact on a factor of about 7.5 to 1 thus providing much needed jobs and stimulus to local business.



STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING

Background: Since 2004, SHIP funds have been reduced, resulting in the wait listing and subsequent cessation of application acceptance for this affordable housing program. The funding level for 2008/2009 was \$1,788,687, and for 2009/2010 is projected to be \$350,000, and is targeted by the Legislature for one Down Payment Assistance Program.

Requested Action: Restore the dollars in the Sadowski Trust Fund specifically designated for affordable housing initiatives, restore full funding of each county's SHIP allowance as projected prior to state level reductions and support legislation to improve affordable housing initiatives.

Effect: Restoration of a maximum SHIP fund amounts will immediately increase the number of individuals receiving housing assistance and reduce the current waiting list.

AFFORDABLE HOUSING PROGRAM

Background: The Affordable Housing Program's primary purpose is to improve housing opportunities for the benefit of low and moderate-income families. The goal of the Housing Program is to create partnerships, maximize resources, and identify new strategies to develop and preserve affordable housing.

Requested Action: Support repeal of the cap on the Housing Trust Funds, and urge the Governor and Legislature to adopt statutory changes during the 2011 Legislative Session to repeal the cap. Council also supports full appropriation of housing trust fund monies for housing in the Fiscal Year 2011-2012 Budget.

Effect: Ensures continued funding of Affordable Housing Program, which is extremely important given the current economy, and number of home foreclosures.

GROWTH MANAGEMENT / MOBILITY PLANNING

Background: In 2009, S.B. 360 designated certain areas as dense urban land areas and required them to create mobility plans. Traditional performance measures are inadequate to affect the intent of the legislation.

Requested Action: Make explicit in Chapter 163.3180, Florida Statutes, that DULAs may use area-wide performance measures that weigh transportation mode by the urban context of the area being measured.

Effect:

- Maximizes the use of transportation infrastructure by testing the performance of the system as opposed to the individual parts of the system;
- Allows for the failure of one mode to support another mode; and
- Provides local elected official guidance when allocating scarce fiscal resources to the various transportation modes.

TRANSPORTATION FUNDING

Background: Transportation infrastructure is a vital component to the well being of the State and to the local governments. Raiding the transportation trust fund endangers that vitality.

Requested Action: Replenish the Transportation Trust Fund, restore TRIP dollars, fund FDOT and enhance financial resources for local transportation improvements, including public transit initiatives.

Effect: Reduce traffic congestion and increase the quality of life and vitality of the State.



MAINTAIN TRANSPORTATION PRIORITIES

Background: The Florida Department of Transportation remains a key element in keeping county and regional infrastructure safe and abreast of continued growth. Therefore, planning and oversight to coordinate the funding and the time schedule for projects is essential to ensure orderly growth.

Requested Action: Maintain funding from the State gas tax and other sources for all aspects of transportation, to include the FDOT 2.5% matching funds for FAA airport projects. Specific Flagler County Projects include: Matanzas Woods / I-95 Interchange Design; Palm Coast

Parkway 6-Laning; Protection of State Road A1A; and Flagler County Airport 5-Year Plan

Effect: Transportation projects will ensure that long-term needs will be met during an affordable cost period and an economically critical period for employment in the Region and the State.

TOURIST BED TAX COLLECTION FROM ON-LINE BOOKING AGENCIES

Background: Of the 67 counties in the State, 60 counties levy Tourist Development bed taxes. Of these, 22 counties have filed suit to compel on-line booking companies to pay the taxes owed for their rental income they obtain from visitors who book their rooms. The companies buy the rooms at wholesale from the hotels and then resell them without paying the tourist tax on their markup. These are existing taxes and not new taxes. No basis for an exemption has been presented. The well known companies (Orbitz, Priceline, Hotels.com, etc.) are all based out-of-state. During the last session, the Legislature tried to pass a bill on behalf of the on-line booking companies but it failed due to a recommendation from Florida Tax Watch that the exemption was not justified. The companies intend to file another exemption bill this session.

Requested Action: Defeat any legislative attempt to pass an exemption from existing taxes for the on-line booking companies.

Effect: Support tourism by ensuring tourist bed taxes are paid to the proper governmental entity in the future.

AFFORDABLE HOUSING PROGRAM

Background: The Housing Program's primary purpose is to improve housing opportunities for the benefit of low and moderate income families. The goal of the Housing Program is to create partnerships, maximize resources, and identify new strategies to develop and preserve affordable housing.

Requested Action: Support repeal of the cap on the Housing Trust Funds and urge the Governor and Legislature to adopt statutory changes during the 2011 Legislative Session to repeal the cap. Also, support the full appropriation of housing trust fund monies for housing in the Fiscal Year 2011-2012 budget.

Effect: Ensures continued funding of the Affordable Housing Program, which is extremely important given the current economy and number of homes in foreclosure.

ALTERNATIVE WATER SUPPLY

Background: Adequate supplies of drinking water protect public health and safety, support our quality of life and boost our economy. As Florida's population continues to grow, care must be taken to ensure a balance between drinking water supplies and the environment. Future groundwater withdrawals will be limited to protect the environment and ensure a sustainable resource. Because it can take up to 10 years or more to design, permit and construct large-scale regional alternative water supply projects, local utilities are now pursuing new alternative water supplies.

Requested Action: Provide funding for alternative water supply projects, including the Coquina Coast Seawater Desalination Project in Flagler County.

Effect: Alternative water supply projects will ensure a long-term sustainable water supply that will reduce reliance on groundwater and minimize the environmental impacts.



TRANSPORTATION CONCURRENCY AND MOBILITY FEE

Background: The Legislature has made a finding that the State-mandated transportation concurrency system in effect since 1986 does not adequately address the needs of Florida. Nevertheless, SB 360 adopted by the 2009 Legislature did not deal comprehensively with transportation concurrency, instead exempting so-called "Dense Urban Land Areas" from transportation concurrency. The Department of Community Affairs compounded the dichotomy between dense and non-dense communities by requiring comprehensive plan amendments to implement the transportation concurrency exemption. In 2010, the Florida Supreme Court

further confused the issue by declaring SB 360 unconstitutional.

Requested Action: The Legislature tasked the Florida Department of Transportation and Department of Community Affairs to prepare a Mobility Fee Study by December 1, 2009. Nassau County supports amending the transportation planning requirements of Ch. 163.3180, Florida Statutes, to create a replacement to transportation concurrency for all local governments in the State of Florida. Nassau County supports the modified impact fee approach for new development that is generally based upon vehicle miles traveled targeted to specific planning areas to fund localized mobility needs.

Effect:

- Ensures that new development pays its pro rata share of infrastructure costs needed to serve new development;
- Encourages creation of dense, mixed use developments that generate relatively fewer and shorter vehicle trips;
- Focuses growth into core urban areas, suburban activity centers, rural villages and regional transit centers;
- Generates dedicated stream of capital financing for infrastructure needs; and
- Restores equity among and between communities.

PUBLIC LIBRARY SYSTEM

Background: The State Aid to Libraries grant program benefits all libraries in our state including Nassau County. Even though FY2011 will be the last year that Nassau County will receive the Equalization portion of the state aid grant, Nassau County will still be eligible for the Operating portion. As the lower 34 economic counties continue to drop from the Equalization program, Operating grants will increase for all counties.

Requested Action: Nassau County supports the State Aid to Libraries program, at least at the minimal level of \$21.2 million.

Effect: The State Aid to Libraries grant will provide funding for many activities in the Nassau County Public Library, including: all library materials, furniture and equipment, maintenance contracts for software and equipment, internet access, voice and data line connections, etc. The minimum maintenance of effort (MOE) for this program is \$21.2 million. The MOE also allows the continuation of our six Multi Library Cooperatives (MLCs).

FUND THE MULTI LIBRARY COOPERATIVES

Background: Florida has been divided into 6 MLCs. Our local MLC is the Northeast Florida Library Information Network (NEFLIN). The MLCs provide many services for Florida libraries, such as free training for all library staff - both professional and paraprofessional; they encourage cooperation between all libraries, including public, school, college, university and private, and provide the basis for the interlibrary loan system in our state.

Requested Action: Nassau County supports funding the MLCs at least at the minimal level of \$2 million to be divided among the 6 MLCs.

Effect: Funding the six MLCs will continue free training programs for librarians and paraprofessional staff, encourage cooperation among all libraries and counties, and continue the interlibrary loan program throughout our state at a reduced cost to all residents. This is a minimum MOE level. If either the state aid program or the funding of the MLCs drops below the MOE, the State of Florida will lose an equal amount of federal funding through the Library Services and Technology Act.



PROPERTY TAX REFORM - OFFSET FUNDING FOR FISCALLY CONSTRAINED COUNTIES

Background: The passage of Amendment 1 in 2008 has had dire consequences for Florida's 29 small, fiscally constrained counties, where property tax revenues were already inadequate to pay for essential services. Doubling the homestead exemption to \$50,000 is having an especially dramatic impact in small counties and exacerbates their situation. Senate Bill 4d, Section 9, states that the Florida Legislature shall appropriate monies to offset the reductions in ad valorem tax revenue experienced by the 29 fiscally constrained counties.

Action Requested: The Legislature is requested to provide a permanent funding appropriation for the legislative commitment to offset Amendment 1 for fiscally constrained counties, which does not replace or reduce existing programs and revenues for small rural counties.

Effect: With a dedicated recurring resource appropriation to offset the loss of revenues for the fiscally constrained counties, Putnam County will be in a more tenable position to provide a moderate level of services to our citizens.

POTABLE WATER SYSTEMS AND WASTEWATER FACILITIES FUNDING

Background: Counties and other local governments have increasingly become involved in providing the public with potable water and effective wastewater treatment facilities through publicly owned and operated utility systems.

Action Requested: Increase the amount of funding available for wastewater and potable water supply utility systems.

Effect: Enable counties to expand or establish systems that will result in improved drinking water and reduce environmental pollution from ineffective and inefficient wastewater systems.

SMALL COUNTY ROAD PROGRAMS

Background: The small county road programs are critical to assisting Putnam County in addressing transportation issues. The Small County Road Assistance Program (SCRAP) and the Small County Outreach Program (SCOP) have provided necessary transportation funding for continued road improvements.

Action Requested: Support continuation of monies generated by statewide gas tax collections to the state transportation trust fund to ensure that essential transportation programs such as the Small County Road Assistance Program (SCRAP) and the Small County Outreach Program (SCOP) are fully funded.

Effect: Continuation of these vital programs will enable small counties to carry out much needed road improvements.





UNFUNDED MANDATES

Background: Many statutory and constitutional restrictions have been placed on local property taxes, while at the same time general purpose local governments have been assigned unfunded mandates in growth management, environmental protection, pensions, workers' compensation and other policy areas. A majority of these unfunded mandates have originated in the Legislature.

Requested Action: Request the State to cooperate with local governments to collectively serve the citizens of Florida in the best way and be considerate of local governments when passing down unfunded mandates.

Effect: A reduction in unfunded mandates would increase local government's ability to collect sufficient revenue to provide needed facilities and services.

TRANSPORTATION

Background: St. Johns County's road network has not kept up with the County's rapid growth, resulting in severe congestion on several key roadways.

Requested Actions:

- a. State Road (SR) 9B - Make the critical SR 9B roadway eligible for the greatest possible range of funding resources by designating it as a Strategic Intermodal System (SIS) Facility, and include in the FDOT Work Program adequate funds to move this critical project, particularly those sections between County Road (CR) 2209 and I-95, toward construction at the earliest possible date.
- b. SR 312, including the SR 313 Bypass - Request \$90 million in state funds for the design, right-of-way acquisition, and construction of the SR 313 Bypass from SR 207 to SR 16; and Request \$30 million for the SR 313 Bypass from SR 16 North to Woodlawn Road.
- c. I-95 Interchange with CR 210 - Request \$45 million in state funds for long-term improvements to the I-95 interchange with CR 210 as specified by the forthcoming Interchange Modification Report.
- d. CR 210 Overpass at US 1 - Request \$38 million in state funds for construction of the CR 210 overpass over US 1, and \$11 million in state funds for construction of interchange ramps for the CR 210 overpass over US 1.

Effect: Funding these roadway improvements will relieve traffic congestion and reduce the associated risks to the health, safety and well-being of the users of those roadways.

WATER QUALITY/UNFUNDED MANDATES

Background: The costs associated with compliance with new regulations present a significant hardship for local governments when provisions for funding compliance are lacking.

Requested Actions:

- a. Total Maximum Daily Loads - Request \$60 million in state funds over the next five years to assist in complying with the existing unfunded mandates for TMDLs contained within the County's NPDES MS4 permit. Alternatively, this funding could come from a specific and dedicated revenue source, authorized by the Florida Legislature, which is not currently available to local government jurisdictions.
- b. New Proposed EPA Regulations (Numeric Nutrient Criteria) - Request the Florida Legislature direct the FDEP to initiate the collection and analysis of adequate, timely, and appropriate data upon which to base the establishment of NNC regulations specific to Florida. Also request, in the strongest manner, that the EPA delay further action until Florida has had sufficient time to study and understand the impact of these new regulations on our unique environment and fragile economy. Finally, request the Florida Legislature provide sufficient funds to allow timely compliance with the FDEP regulations when they are adopted. Ideally, this funding would come from a specific and dedicated revenue source that is not currently available to local government jurisdictions.

Effect: These requested actions will ease the burden of these unfunded mandates on local governments.

FULL FUNDING OF THE FLORIDA COMMUNITIES TRUST'S FLORIDA FOREVER PROGRAM

Background: The Florida Forever Program has resulted in the purchase by counties and municipalities of thousands of acres of land that might otherwise have been lost to development. These purchases have preserved pristine land for the enjoyment of current Florida residents and visitors to the State, some of which is habitat for threatened and endangered species.

Requested Action: That the Florida Legislature in 2011 provide \$66 million to the Florida Forever Program

Effect: The full funding of the Florida Forever Program will enable local governments throughout the State to purchase valuable properties at a time when property values are declining and land is available at much more reasonable prices than was the case several years ago. Also, full funding will enable the City of St. Augustine Beach to apply for an FCT grant so that it can purchase 4.5 acres of oceanfront land that will then become part of a larger park of 11.5 acres that the City purchased two years ago to save from development.

FUNDING OF BEACH RESTORATION PROJECTS

Background: Beaches are the State's major recreational resource and attract thousands of visitors annually whose spending contributes sales tax revenue to the State and bed tax revenue to cities and counties. While beach restoration projects have been criticized by some as "throwing money into the ocean" because the erosion is caused by natural forces, it is a proven fact that much of the erosion of Florida's beaches is caused by man, i.e., by the creation of inlets and jetties that interrupt the natural flow of sand and thus the natural restoration of the beaches. Beach restoration projects thus are needed to repair what has been caused by man, not nature. There are miles of critically eroded beaches along Florida's Atlantic and Gulf coasts. In Northeast Florida, past renourishment projects have restored beaches in Atlantic, Neptune and Jacksonville Beach, and in St. Augustine Beach.

Requested Action: That the Legislature provide the State's share of money needed to pay for federally-authorized beach restoration projects.

Effect: Continued funding of the State's share will help coastal cities and counties keep intact a vital resource, their beaches, which are powerful economic engines that provide revenue and that, through related tourism business, such as hotels, motels and restaurants, provide employment to thousands of the State's citizens.



The Legislative Policy Committee of the Northeast Florida Regional Council (NEFRC) was created to address critical concerns within the member counties which comprise the Region. It is composed of at least one delegate from each county (Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns), which includes the current President of the NEFRC.

This Committee is guided by the *Home Rule Philosophy* to develop and implement community-based solutions.

The legislative priorities of each county within the Northeast Florida Regional Council's membership and other regional stakeholders were collected. Each entity was requested to determine at least three priorities which most significantly represented the critical needs and concerns of their communities and constituents. The cumulative list totaled **31** priorities.

Through the gathering and analysis of all priorities submitted by each county individually, the Legislative Policy Committee collectively determined the top **5** "Regional priorities" which represented the most critical concerns of the Northeast Florida Region.

All priorities were reviewed to include background, requested action and effect.

Additional information regarding all legislative priorities for the counties is available upon request.



Honorable Kenny Eubanks
Putnam County Commissioner
Legislative Policy Committee Chair

"I believe in the power of cooperation and that we are never stronger than when we pool our resources for the betterment of our Regional community.

Serving as Chairman for this committee has allowed me to see first hand, that although we come from different counties with unique perspectives, we embrace many of the same critical issues that affect the quality of life in our communities and our Region.

The resources and expertise of the Northeast Florida Regional Council affords us a greater opportunity to work collectively and promote Regionally."





About the Northeast Florida Regional Council

The Northeast Florida Regional Council (NEFRC) is a regional government agency serving seven counties—Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns—and their 27 municipalities. Formed in 1977 by an interlocal agreement pursuant to Florida Statutes, Chapter 163, it is one of 11 regional planning councils statewide.

The NEFRC is governed by a 35-member Board, two-thirds of whom are elected officials and one-third who are gubernatorial appointees.

The NEFRC provides a wide scope of services and programs including strategic planning, Development of Regional Impact reviews, economic development, regional transportation, natural resources, affordable housing, emergency preparedness and technical assistance.

The Northeast Florida Regional Council is committed to continuing its regional initiatives in support of shared visions, values and goals.

Our Mission

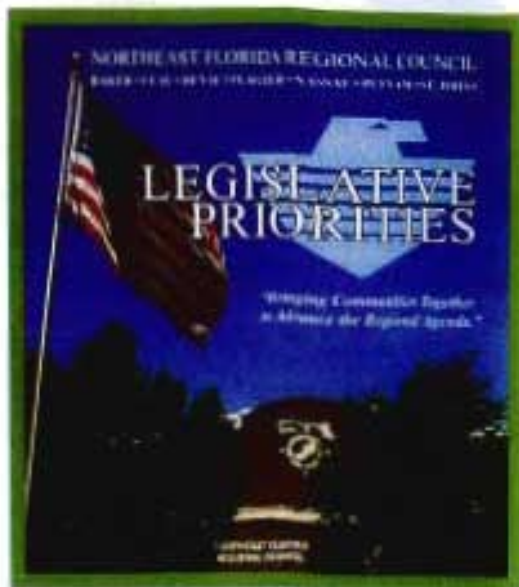
Our Mission is to provide visionary leadership and coordination between counties and governmental agencies to preserve and enhance the quality of Northeast Florida's natural, man-made, economic and social environment.

For additional information:

Brian D. Teeple
Chief Executive Officer

Mario L. Taylor
*Deputy Chief Executive Officer /
Chief Operating Officer*

6850 Belfort Oaks Place • Jacksonville, Florida 32216
(904) 279-0880 • Fax (904) 279-0881 • www.nefrc.org
Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns



Draft Flagler County 2012 Legislative Issues

1. FDOT Transportation Priorities

Requested Action:

Maintain funding from the State gas tax and other sources for all aspects of transportation, including the FDOT 2.5% matching funds for FAA airport projects.

Background:

The Florida Department of Transportation remains a key element in keeping county and regional infrastructure safe and abreast of continued growth. Therefore, planning and oversight to coordinate the funding and the time schedule for projects is essential to ensure orderly growth.

Effect:

Transportation projects will ensure that long-term needs will be met during an affordable cost period and an economically critical period for employment in the region and the State.

2. Affordable Housing

Requested Action:

Support repeal of the cap on the Housing Trust Funds and urge the Governor and Legislature to adopt statutory changes during the 2012 Legislative Session to repeal the cap. Also, support the full appropriation of housing trust fund monies for housing in the Fiscal Year 2012-2013 budget.

Background:

The Housing Program's primary purpose is to improve housing opportunities for the benefit of low and moderate income families. The goal of the Housing Program is to create partnerships, maximize resources, and identify new strategies to develop and preserve affordable housing.

Effect:

Ensures continued funding of the Affordable Housing Program, which is extremely important given the current economy and number of homes in foreclosure.

3. Revenue Sharing and Grant Programs

Requested Action:

Support revenue sharing and grant programs.

Background:

Revenue sharing programs and grant funds programs such as Public Safety, Libraries, Transportation, Housing, Rural Health Programs and other infrastructure projects. State funding for these programs has been uncertain from year to year.

Effect:

Reducing or eliminating revenue sharing or grant programs places the County in the unenviable position of either cutting back on needed services or raising property taxes

when the unemployment rate and the foreclose rate in the County are among the highest in the state.

4. Alternative Water Supply Projects

Requested Action:

Provide funding for alternative water supply projects.

Background:

Adequate supplies of drinking water protect public health and safety, support our quality of life and boost our economy. As Florida's population continues to grow, care must be taken to ensure a balance between drinking water supplies and the environment. Future groundwater withdrawals will be limited to protect the environment and ensure a sustainable resource. Because it can take up to 10 years or more to design, permit and construct large scale regional alternative water supply projects, local utilities are now pursuing new alternative water supplies.

Effect:

Alternative water supply projects will ensure a long term sustainable water supply that will reduce reliance on groundwater and minimize the environmental impacts.

5. Require online tourism booking companies to collect the Tourist Development Tax

Requested Action:

Defeat any legislative attempt to pass an exemption from existing taxes for the online booking companies.

Background:

Of the 67 counties in the State, 60 counties levy Tourist Development bed taxes. Of these, several counties have filed suit to compel online booking companies to pay the taxes owed for their rental income they obtain from visitors who book their rooms. The companies buy the rooms at wholesale from the hotels and then resell them but without paying the tourist tax on their markup. These are existing taxes and not new taxes. No basis for an exemption has been presented. The well known companies (Orbitz, Priceline, Hotels.com, etc.) are all based out-of-state. During the 2011 session, the Legislature tried to pass a bill on behalf of the online booking companies, but the Senate version was ultimately withdrawn. The companies intend to file another exemption bill this session.

Effect:

Support tourism by ensuring tourist bed taxes are paid to the proper governmental entity in the future.

6. Support local shoreline stabilization efforts

Requested Action:

1. Support a request (filed in July 2011) for state funding in the amount of \$340,250 from the Florida Department of Environmental Protection to match federal contributions toward a shoreline stabilization feasibility study in Flagler County.
2. Encourage FDOT, FDEP, and the Army Corps of Engineers to work in concert with Flagler County and the City of Flagler Beach to develop a comprehensive solution to protect both the County's critically-eroded beachfront and State Road A1A.
3. Encourage the Army Corps of Engineers to continue providing funds for the project.

Background:

Beach erosion is a statewide issue affecting a number of the counties in the Regional Council. Flagler County has 5.7 miles of critically-eroded beach, which threatens State Road A1A (a National Scenic Byway) and several public and private structures along the beachfront. In 2005, beach deterioration caused the collapse of a portion of the A1A roadway. The cost of repairing this segment of A1A and the continual repair of coastal armoring structures can reach several million dollars for each project.

An agreement was signed in 2004 between Flagler County and the Army Corps of Engineers (ACOE) to conduct a feasibility study for shoreline protection. The total cost is \$3,509,000 with (less a \$250,000 external peer review) a 50% non-federal match requirement. The ACOE works on the study as it receives federal funding. Flagler County has submitted a funding request in the amount of \$340,250 from FDEP to support the Corps of Engineers study, as agreed by FDEP in 2004. Flagler County received no funding from FDEP toward the feasibility study in 2006 or 2007, and no funding is anticipated in 2011.

FDOT has recommended building a seawall along portions of the critically-eroded beachfront, though this recommendation has been met with significant public opposition. Joint meetings with representatives from FDOT, FDEP, and ACOE have not resulted in a collaborative action plan to protect A1A while also stabilizing the beachfront.

7. Exempt state charges for public use of submerged lands

Requested Action:

Request an exemption from Florida Administrative Code Section 18-21.011, for political subdivisions and municipalities using sovereign submerged lands for a public use.

Request the Board of Trustees of the Internal Improvement Trust Fund grant a letter of consent or fee waiver for political subdivisions when requesting to preempt sovereign submerged lands for a public purpose.

Background:

Florida Administrative Code Section 18-21.011 outlines rules and compensation for use of sovereign submerged lands. A political entity may generate revenue based on the use of the land, such as a municipal pier or fishing dock, however the state requires a base fee or up to 8 percent of the gross revenue, whichever is higher, as a fee for use of the submerged lands. With most political subdivisions and municipalities offering the use at a minimal fee to its constituents, the cost for maintaining such facilities often outweighs the revenues that are generated. Therefore, Flagler County and its municipalities are seeking relief from this requirement.

8. Restore funding for the Water Sustainability Trust Fund

Requested Action:

Restore funding for the State's Water Sustainability Trust Fund in order to assist Flagler County governmental and quasi governmental bodies associated with the Coquina Coast Desalination Project that will provide a safe and adequate water supply for its citizens in the future. In addition, support, through funding, the establishment of regional approaches to a sustainable water supply.

Background:

In the past, the Water Sustainability Trust Fund allowed local governments to successfully partner with the water management districts and the State in seeking alternative water supplies. In recent years, Florida has experienced a historic drought and yet Flagler County has continued to grow, nearly doubling its population since the 2000 U.S. Census. Funds are needed to assist the Flagler County in advancing its desalination efforts to the next level.

9. Restore funding for state programs:

- *Florida Forever Program:*
 - Requested Action:
 - Support the return of full funding for Florida Forever for the 2010 fiscal year as the program helps further local land conservation dollars and preserves the delicate systems unique to Florida.
 - Background:
 - Flagler County's long standing land acquisition program has been strongly supported by its citizens for over two decades. While land conservation enhances the quality of life, it also promotes sustainable development, protects natural resources and provides park land and open space in proximity to its citizens.
- *Affordable Housing Program:*
 - Requested Action:
 - Restore full funding and remove the cap on SHIP funding to allow revenue collected for the program to be used for its intended purpose and not as a funding source for other state programs.
 - Background:
 - The downturn in the economy has severely impacted the State Housing Initiative Partnerships Program (SHIP). Mortgage foreclosures and unemployment rates have risen to record numbers across the state. Likewise, a reduction in home sales has resulted in less revenue from document stamps that fund the SHIP program. Additionally, the state legislature did not fund the program in 2009 and has placed a cap on the amount of funds that can be used for housing programs. Restoration of full funding for SHIP dollars would provide assistance to individuals in need and meet the intended purpose for which the money was collected.
- *FDEP Small County Operating Grant for Solid Waste:*
 - Requested Action:
 - Restore full funding for FDEP's small county operating grant for solid waste as the dramatic cut resulted in a \$200,000 funding shortfall for Flagler County's solid waste program – a program that encourages recycling efforts and hazardous waste chemical collection. As a smaller county, Flagler County no longer is in the landfill business but still must maintain its closed landfills, prevent groundwater contamination, and illegal tire depots.

10. **Provide Support for Stormwater Infrastructure Funding and exceptions from the St. John's River Water Management District (SJRWMD) and other regulatory agencies for retrofit projects**

Requested Action:

Support St. John's River Water Management District funding that assists local communities for stormwater improvement projects. Specifically, for improvement projects that help fund the design and construction of a stormwater treatment and conveyance systems in historic subdivisions with inadequate or non-existent drainage systems.

Background:

Several subdivisions along the northern coast of Flagler County and in western Flagler County lacks appropriate infrastructure for stormwater drainage and no drainage outfall. As a result of the poor drainage, roads and agricultural properties and residential lots are frequently under water for weeks after a storm creating a potential public safety and health hazard in areas that continues to grow in population and is supported on well and septic tank systems. Environmentally, these same area continue to increase pollutant loads in critical water bodies.

11. **Sponsor Legislation Prohibiting the Banning of Florida Friendly Landscaping**

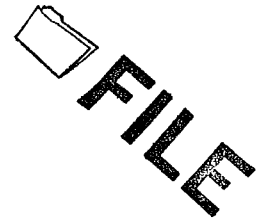
Requested Action:

Sponsor legislation that would prevent homeowners associations from restricting the use of Florida friendly landscaping.

Background:

Irrigation of lawns and landscaping in Florida represents the single largest use of water from municipal water supplies. This water use has seriously impacted the aquifer, which is the source of drinking water and water that supports Florida's magical springs and other ecosystems. In addition, fertilizers and pesticides used on lawns are major sources of pollution in our lakes, rivers and bays. While homeowners associations attempt to maintain appearances in their communities, restricting the simple principles of Florida friendly landscaping for homeowners can have adverse effects in the overall area.

August 12, 2011



The Honorable Steve Emmett
Mayor, Town of Beverly Beach
2735 N. Oceanshore Boulevard
Beverly Beach, FL 32136

The Honorable Alice Baker
Mayor, City of Flagler Beach
P. O. Box 70
Flagler Beach, FL 32136

The Honorable Jim Netherton
Mayor, Town of Marineland
9507 Ocean Shore Blvd.
St. Augustine, FL 32080

The Honorable Jon Netts
Mayor, City of Palm Coast
160 Cypress Point Pkwy, Su B106
Palm Coast, FL 32164

The Honorable Catherine Robinson
Mayor, City of Bunnell
P.O. Box 756
Bunnell, FL 32110

Re: Legislative Priorities 2012

Dear Mayors:

The Northeast Florida Regional Planning Council is, once again, asking for the top three or four priorities for Flagler County to be included in the 2012 "Regional" Legislative Priorities for Northeast Florida. This request is needed in their office by September 16; therefore, we are asking for responses from the cities by Friday, August 26 in order to be included on the September 7 Board of County Commissioners meeting agenda. This request is a month earlier than normal due to the legislative session starting in January.

The Council is asking that the priorities for 2012 be presented in the same fashion as the 2011 priorities. These regional priorities may differ from the local priorities we will submit to the Legislative Delegation in October. For your reference, we are attaching the 2011 Regional Legislative Priorities. These regional priorities should be broad based, representing the most critical concerns of the northeast Florida region. Examples of items that could be included in this document are tourism sales tax and state mandates.

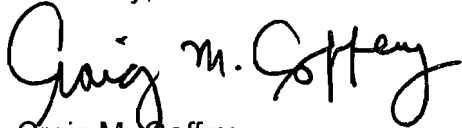
Any additional priorities you may have that are specific to your city may be able to be incorporated into the County's information to be presented to our local legislative delegation later this year. The date for this year's Legislative Delegation meeting has been confirmed for October 12 from 4:00 p.m. to 6:00 p.m. in the County Board Chambers.

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

August 12, 2011
Page Two

We would appreciate your bringing this request to the attention of your council at the earliest possible time so we may timely respond to this request with your input.

Sincerely,

A handwritten signature in black ink that reads "Craig M. Coffey". The signature is written in a cursive style with a large initial "C" and a distinct "M" and "Coffey" following.

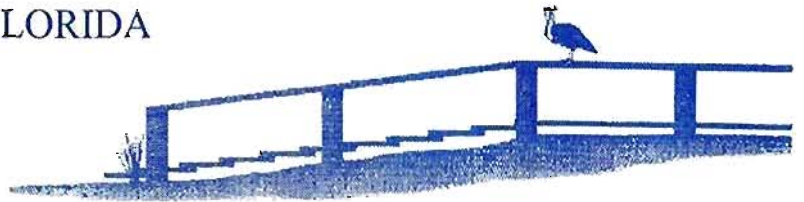
Craig M. Coffey
County Administrator

Attachment – 2011 Legislative Priorities

C: Flagler County Board of County Commissioners
Mr. Jim Landon
Mr. Armando Martinez
Mr. Bruce Campbell

CMC:clm

TOWN OF BEVERLY BEACH, FLORIDA



2735 NORTH OCEANSHORE BLVD.
BEVERLY BEACH, FL 32136
(386) 439-6888
FAX: (386) 439-3202

August 25, 2011

To: Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

ATTN: County Administrator
Mr. Craig Coffey

RECEIVED

AUG 26 REC'D

COUNTY ADMINISTRATOR
FLAGLER COUNTY, FLORIDA

Dear Commissioners:

In reference to the letter dated 12 August 2011, requesting priorities from the Town of Beverly Beach to be considered for incorporation to the Flagler County list for the Northeast Florida Regional Council, the Town has identified two (2) priorities that we feel are essential to the needs of the Town. The first is the wastewater treatment and water connection with Palm Coast, and the second being Flagler County Public Transportation system expansion.

1. Background: The Flagler County wastewater and water treatment plant located in Beverly Beach under prior ownership (Oceanside Utilities) was in extensive violations with the State Department of Environmental Protection. Flagler County upon purchasing the plant recognized the plant was in an ill state of repair and beyond its years. It needed improvement. Flagler County was looking at all alternative measures and came to the conclusion that an interconnect to the Palm Coast system was the answer to provide a better service to the community. This is an essential and needed service.

Action request: request and increase extra funding for the wastewater and water interconnect to Palm Coast and keep consumer water rates low.

Effect: Completion of this project is essential, and will add to the quality of life, health and welfare of the residents. It will also prevent discharge of the by product of waste water to the intercoastal and remove a package plant from the barrier island.

2. Background: The Flagler County Public Transportation system provides a service to the disabled and senior citizens of our county. The majority of residents in Beverly Beach are senior citizens and many disabled who depend on this needed service.

Action requested: Funding from the State and all sources so as to expand the transportation system with interconnect to Volusia County and St. Johns County.

Effect: The system expansion will give our disabled and senior citizens, who have no means of transportation, the ability to become more self-sufficient. The interconnect to Volusia County and St. Johns County will provide them with services not obtainable within the County, especially medical.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Emmett", is written over a horizontal dotted line. The signature is fluid and cursive.

Steve Emmett, Mayor
Town of Beverly Beach

CATHERINE D. ROBINSON
MAYOR

JENNY CRAIN-BRADY
VICE MAYOR



COMMISSIONERS:

DAISY M. HENRY

ELBERT TUCKER

JOHN ROGERS

August 28, 2011

Craig Coffey
Flagler County
1769 E. Moody Blvd.

Dear Mr. Coffey,

The City of Bunnell is responding to your request for the Northeast Florida Regional Planning Council Legislative 2012 Initiatives.

The City has three primary initiatives:

1. Transportation – To increase multimodal transportation initiatives in Florida. The Florida East Coast Rail runs through the downtown core of Bunnell. There is a movement to reintroduce passenger rail service along this North- Jacksonville to South Miami Corridor through Amtrak. The City of Bunnell and Flagler County highly supports this initiative and are eager to have a Depot and rail stop in our community to support the 96,000 residents of our county. Bunnell is located halfway between St. Augustine and Daytona which correlates with the intermediate stops planned at 30 mile intervals.
2. Infrastructure funding – The City was incorporated in 1913 and is nearly 100 years old. The City's infrastructure is reflective of this date. Primary concerns of the City are to upgrade the Water Treatment Plant by installing a nano-filtration treatment process which will reduce the Trihalomethanes that are so prevalent in Flagler County. The City's roadways and stormwater infrastructure are areas of concern along with the need of City facilities.
3. Economic Development Incentives – Flagler County has been battling the highest unemployment rate in the State for several years and the State of Florida is one of the highest in the nation. It is critical that the City of Bunnell and Flagler County have access to various incentivized programs / funding sources that can assist in supporting growth of new businesses and expansion to existing businesses in our community.

Sincerely,

A handwritten signature in cursive script that reads 'Catherine Robinson'.

Catherine Robinson, Mayor

**City of Flagler Beach
Priorities for the 2012 Legislative Session**

From: Libby Kania [<mailto:LKania@cityofflaglerbeach.com>]
Sent: Tuesday, August 30, 2011 3:35 PM
To: Christie L. Mayer
Cc: Bruce Campbell
Subject: Legislative Priorities

Christie:

Spoke with the Acting City Manager. He feels that we should continue with the same two we had last year which were:

- Support for the Beach Restoration, feasibility study...
- Support for the funding to harden the Pier for storm damage mitigation
- Support funding to improve infrastructure in Flagler Beach (per phone request from Libby Kania, August 31, 2011 @ 2:59pm)

If you need any further information please let me know.

Libby Kania

Assistant to the City Manager
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136
Tel: 386-517-2000, Ext. 237
Fax: 386-517-2008
lkania@cityofflaglerbeach.com

Please Note: Florida has a very broad Public Records Law . Most written communications to or from the City of Flagler Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure . Confidentiality Notice: This e-mail message including any attachments is for the sole use of the intended recipient (s) and may contain confidential and privileged information . Any unauthorized use disclosure or distribution is prohibited. If you are not the intended recipient contact the sender by reply e-mail and destroy all copies of the original message.

INTERNET CAFÉ CLARIFICATION AND REGULATION

Background: Internet Sweepstakes (or Café) businesses are operating in neighborhood commercial areas all over Florida. While most consider these businesses gambling operations, the current laws are unclear and enforcement has been left to each Sheriff and State Attorney's Office. Some local governments have even started drafting legislation to either outlaw these businesses or heavily regulate them through land use and zoning regulations. The negative effects (i.e. crime) of the business have already been felt by some jurisdictions.

Request Action: Clarify current Florida law to either allow or outlaw these types of businesses. If the desire of the Legislature is to allow these businesses, appropriate regulations should be adopted statewide (not piecemeal by each local government) to protect the public's health, safety, and welfare.

Effect: Clarify the ambiguity regarding these businesses and better protect the public's health, safety, and welfare.

MAINTAIN TRANSPORTATION PRIORITIES

Background: The Florida Department of Transportation remains a key element in keeping regional infrastructure safe and abreast of continued growth. Therefore, planning and oversight to coordinate the funding and the time schedule for projects is essential to ensure orderly growth. Locally, the City's top priorities are the Matanzas Woods / I-95 Interchange Design and Palm Coast Parkway 6-Laning.

Request Action: Maintain funding from State gas tax and other sources for all aspects of transportation.

Effect: Ensure a safe, effective, and efficient transportation system for both residents and businesses.

TOURIST BED TAX COLLECTION FROM ON-LINE BOOK AGENCIES

Background: Online booking companies based out of state (Orbitz, Priceline, Hotels.com, etc.) buy rooms at wholesale from the hotels and then resell them but without paying the tourist tax on their markup. During the last session, the Legislature tried to pass a bill on behalf of the on-line booking companies, but it failed due to a recommendation from Florida Tax Watch. The companies intend to file another exemption bill this session.

Request Action: Defeat any legislative attempt to pass an exemption from existing taxes for the on-line booking companies.

Effect: Support tourism by ensuring tourist bed taxes are paid to the proper governmental entity in the future.