



# Flagler County Board of County Commissioners Agenda

**REVISED**

September 17 2018 • 5:00 p.m.

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

1. Pledge to the Flag and Moment of Silence
2. Additions, Deletions and Modifications to the Agenda
3. Announcements by the Chair
4. **Recognitions, Proclamations and Presentations:**
  - 4a) **Recognitions:** None
  - 4b) **Proclamations:** None
  - 4c) **Presentations:** Knights of Inferno 9-11 Memorial Ride Donation to Sally's Safe Haven
5. **Community Outreach:** *This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*
6. **Consent: Constitutional Officers:**

**Clerk:**

  - 6a) **Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
    - 1) Disbursement Report for Week Ending August 24, 2018
    - 2) Disbursement Report for Week Ending August 31, 2018
  - 6b) **Approval of Board Meeting Minutes:** None
    - 1) August 30, 2018 Workshop
    - 2) September 5, 2018 Regular Meeting
    - 3) September 5, 2018 Workshop
    - 4) September 6, 2018 First Public Budget Hearing

**Sheriff:**

  - 6c) **Law Enforcement Trust Funds:** Request the Board approve allocation from the Law Enforcement Trust Funds for:
    - 1) \$20,200 Tactic Handheld Narcotic Identification Kit

7. **Consent: BOCC Departments:**

- 7-a) **Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.
- 7-b) **Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.
- 7-c) **Consideration of Single Source Contract with PlanSource Benefits Administration, Inc., for Affordable Care Act (ACA) Measurement and Reporting in the Estimated Amount of \$5,500.00 Annually for Five (5) Years:** Request the Board approve PlanSource Benefits Administration, Inc. and authorize the Chair to execute the contract as approved by the County Attorney in form and approved by the County Administrator.
- 7-d) **Consideration of Bid Award 18-057B to Village Key & Alarm, Inc. for Security and Fire Alarm Monitoring for County Facilities for a Three Year Term in the Amount of \$8,622.0, Plus Cost for Miscellaneous Services:** Request the Board approve Bid Award 18-057B to Village Key & Alarm, Inc. for Security and Fire Alarm Monitoring for County Facilities for an initial contract term of three (3) years the option of two (2) additional three (3) year renewals and authorize the Chair to execute the contract as approved as to form by the County Attorney and approved by the County Administrator.
- 7-e) **Purchase Parcel Health Dept (TT) Consideration of the Purchase and Expenses Associated with the Property Acquisition of a Vacant 8,500 Square Foot Vacant Parcel For Future Parking and/or Drainage Lying West of the Flagler County Health Department, in the Amount of \$10,000.00:** Request the Board approve the purchase of Parcel 10-12-30-0850-00350-0040 authorize the County Administrator to execute any instruments necessary to effectuate the purchase as approved to legal format and approve Budget Transfer #18-120.
- 7-f) **Consideration to Piggyback the Brevard County Board of County Commissioners Agreement for Fire/EMS Reporting Software per Request for Proposal (RFP) # P-4-17-02 with ESO Solutions, Inc.:** Request the Board approve the agreement with ESO Solutions, Inc. and authorize the Chair to execute the documents as approved as to form by the County Attorney and approved by the County Administrator.

8. **General Business:** None

9. **Public Hearings:** None

10. **Additional Reports and Comments:**

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

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

10-c) **Commission Action**

10-d) **Community Outreach:** *This thirty-minute time period has been allocated for public comment for items not of the agenda. Each speaker will be allowed up to three (3) minutes to address the*

*Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*

**10-e) Commission Reports/Comments**

**11. Adjournment**

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/24/2018**

Date: 08/29/2018

**Item 6a(1)**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
08/27/2018	121508	PFM ASSET MANAGEMENT LLC	AUM-100072	54.51		INVESTMENT ADVISORY SRVC FEES - JUNE 2018
				54.51		
08/22/2018	170110	FCBCC GROUP BENEFITS (P/R)	20180824	14,053.00		PAYROLL SUMMARY
				14,053.00		
08/22/2018	170111	FCBCC GROUP BENEFITS FLEX PLAN	20180824	1,263.77		PAYROLL SUMMARY
				1,263.77		
08/22/2018	170112	FLAGLER CO PROF FIREFIGHTERS ASSO	20180824	840.00		PAYROLL SUMMARY
				840.00		
08/22/2018	170113	FLAGLER COUNTY COCC (P/R)	20180824	26.00		PAYROLL SUMMARY
				26.00		
08/22/2018	170114	HARTFORD LIFE & ACCIDENT INSURANCE	20180803	1,179.25		PAYROLL SUMMARY
			20180810	1,198.59		PAYROLL SUMMARY
			20180817	1,185.14		PAYROLL SUMMARY
			20180824	1,163.26		PAYROLL SUMMARY
				4,726.24		
08/22/2018	170115	UNITED WAY OF VOLUSIA-FLAGLER, INC	20180824	5.00		PAYROLL SUMMARY
				5.00		
08/27/2018	170116	ALLIED UNIVERSAL SECURITY SERVICES	8125976	2,923.20		SECURITY GUARD SVCS-JUL18 GSB
			8125976	11,148.48		SECURITY GUARD SVCS-JUL18 JUD.CENTER
				14,071.68		
08/27/2018	170117	AMERICAN HEALTH ASSOCIATES, INC	25375659	172.51		SS INDIGENT HEALTH
			25378290	132.87		SS INDIGENT HEALTH
			25391860	41.91		SS INDIGENT HEALTH
				347.29		
08/27/2018	170118	ARTHRITIS AUTOIMMUNE & ALLERGY	000100013986	108.24		SS INDIGENT HEALTH
			000100014103	108.24		SS INDIGENT HEALTH
				216.48		

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08/27/2018	170119	ATLANTIC GASTROENTEROLOGY ASSOC P.A	4333	486.80		SS INDIGENT HEALTH
			4460	165.70		SS INDIGENT HEALTH
				652.50		
08/27/2018	170120	AUTO PLUS AUTO PARTS	065008649	35.70		AIR FILTERS PO NUM 025059
			065009319	19.32		OIL FILTERS PO NUM 025059
				55.02		
08/27/2018	170121	BAKER & TAYLOR, INC	5015103508	40.76		(1)BOOK FOR THE BUNNELL LIBRARY
			5015103509	34.56		(2)BOOKS FOR THE BUNNELL LIBRARY
			5015105447	4,131.01		(240)BOOKS FOR THE LIBRY
			5015105448	9.77		(1)BOOK FOR THE LIBRARY
			5015105449	188.82		(3)BOOKS FOR THE LIBRARY
			5015107785	118.20		(6)BOOKS FOR THE LIBRARY
			5015107786	50.38		(5)BOOKS FOR THE LIBRARY
			5015107787	127.40		(10)BOOKS FOR THE LIBRARY
			5015107788	28.45		(4)BOOKS FOR THE LIBRARY
			5015107789	35.34		(2)BOOKS FOR THE LIBRARY
			5015107790	29.44		(4)BOOKS FOR THE LIBRARY
			5015107791	197.16		(11)BOOKS FOR THE LIBRARY
			5015111543	19.88		(2)BOOKS FOR THE LIBRARY
			5015111544	30.15		(2)BOOKS FOR THE LIBRARY
			5015118150	111.36		(6)BOOKS FOR THE LIBRARY
			5015118151	62.91		(2)BOOKS FOR THE LIBRARY
			5015118155	29.64		(1)BOOK FOR THE BUNNELL LIBRARY
			Q30095360	16.48		(1)DVD FOR THE LIBRARY
			Q30405480	28.47		(2)DVDS FOR THE LIBRARY
			Q30443330	2,071.44		(113)DVDS FOR THE LIBRARY
Q30445550	1,766.25		(106)DVDS FOR THE BUNNELL LIBRARY			

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08/27/2018	170121	BAKER & TAYLOR, INC	Q30526360	81.67		(5)DVDS FOR THE BUNNELL LIBRARY
			Q30614520	99.55		(7)BOOKS FOR THE LIBRARY
				9,309.09		
08/27/2018	170122	BLACKSTONE PUBLISHING	1022324	81.85		(3)BOOKS FOR THE LIBRARY
			1025278	154.68		(5)BOOKS FOR THE LIBRARY
				236.53		
08/27/2018	170123	BOULEVARD TIRE CENTER	27-72949	703.86		225/90R16,225/75R15 TIRES PO NUM 025943
				703.86		
08/27/2018	170124	BOUND TREE MEDICAL LLC	82915766	2,977.97		MEDICAL SUPPLIES PO NUM 025062
			82950696	2,363.94		MEDICAL SUPPLIES PO NUM 025886
				5,341.91		
08/27/2018	170125	BRIGHT HOUSE NETWORKS, LLC	033655202062618	129.80		INTERNET SVCS-JUL 2018 PC LIBRARY
			033655202072718	129.80		INTERNET SVCS-AUG 2018 PC LIBRARY
			064904701062618	129.80		INTERNET SVCS-JUL 2018 BUNNELL LIBRARY
			064904701072718	129.80		INTERNET SVCS-AUG 2018 BUNNELL LIBRARY
				519.20		
08/27/2018	170126	CANON SOLUTIONS AMERICA, INC	162812409	7,013.00	G	CANON WIDE FORMAT PRINTER FOR E911
				7,013.00		
08/27/2018	170127	CARDIOVASCULAR CONSULTANTS	43381-2	125.28		SS INDIGENT HEALTH
				125.28		
08/27/2018	170128	CARE HERE LLC	INV25777	38,069.65		MEDICAL SVCS FOR EMP HLTH CLINIC,PER END 6/23/18
			INV26442	17,227.00		CAREHERE PROGRAM FEES AUGUST 2018
			INV26533	36,995.82		MEDICAL SVCS FOR EMP HLTH CLINIC,PER END 7/21/18
				92,292.47		
08/27/2018	170129	CDR MAGUIRE, INC.	6 IRMA RECOVERY	69,856.00		PROF SVCS:2/03/18-3/14/18 HURRICANE IRMA RECOVERY
				69,856.00		
08/27/2018	170130	CDW GOVERNMENT LLC	NNC6699	730.00		MOBILE PRINTERS FOR BLDG.

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08/27/2018	170130	CDW GOVERNMENT LLC	NPF1963	3,362.70		SYM SBE 2013 USR BILL SB 1 YR SPRT FOR IT DEPT
				4,092.70		
08/27/2018	170131	CINTAS CORPORATION	149414418	4.68		UNIFORM RNTL W/E 5/04/18 PURCHASING
			149433536	0.25		UNIFORM RNTL W/E 8/03/18 CO ATTY
			149435017	0.25		UNIFORM RNTL W/E 8/10/18 CO ATTY
				5.18		
08/27/2018	170132	CITY OF PALM COAST - UTILITY ASST	303782-13810	95.00		UTILITY ASSISTANCE
				95.00		
08/27/2018	170133	COASTAL EAR, NOSE, & THROAT, PA	114193-211802	157.61		SS INDIGENT HEALTH
				157.61		
08/27/2018	170134	COASTAL ELEVATOR SERVICE CORP	TCE05137818	175.00		ELEVATOR MNTNCE-AUG 2018 AIRPORT CORP CENTER
			TCE05137818	233.00		ELEVATOR MNTNCE-AUG 2018 ATCT
				408.00		
08/27/2018	170135	CONSTANGY, BROOKS & SMITH, LLP	502241	579.45		SUPERVISORY TRAINING-BOCC DIRECTORS&SUPV 6/8/18@GSB
				579.45		
08/27/2018	170136	CORA HEALTH SERVICES INC	883667C17809171	71.44		SS INDIGENT HEALTH
			883667C17809173	71.44		SS INDIGENT HEALTH
				142.88		
08/27/2018	170137	DELL MARKETING, LP	10257066155	22,499.80		(20)DELL LATITUDE 5590CTO FOR THE STATE ATTY
				22,499.80		
08/27/2018	170138	HELENE DUBIK	JUL 2018 S.E.	580.00		RENTAL ASSISTANCE
				580.00		
08/27/2018	170139	E FLAGLER MOSQUITO CNTRL DIST	MR Refund	205.20		E FLAGLER MOSQUITO CNTRL MR Refund Voucher
				205.20		
08/27/2018	170140	EAST CENTRAL FL OUTPATIENT IMAGING	1080369072718	120.92		SS INDIGENT HEALTH
			17917022118	307.67		SS INDIGENT HEALTH
				428.59		

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08/27/2018	170141	EGP, INC.	55V1072240	320.13		NETWK PRINTER MTNCE-STATE ATTY,BASE RATE,8/1-10/31
				320.13		
08/27/2018	170142	FASTENAL COMPANY	FLORM33403	28.57		DRIVERS GLOVES PO NUM 025065
			FLORM33403	16.20		THREADLOCKR PO NUM 025065
			FLORM33435	14.16		FIRST AID KITS PO NUM 025065
				58.93		
08/27/2018	170143	FLAGLER CDS, INC.	154014	368.00		LAND CLEARING DEBRIS RMVL 7/16/18
				368.00		
08/27/2018	170144	FLAGLER CO BCC BOND-POOLED	CK18-140	16,330.86		8/21 WIRE DEP,INTO POOLED CASH CKG-8/18 CST
			CK18-142	54,339.25		8/22 DEP INTO POOLED CASH CKG-8/18 REV SHARING
				70,670.11		
08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00077586	(6.29)		CR REF TXN00077490,RETURN STENCILS-AIRPORT
			TXN00077605	690.40		FREEDM FEST BARRICDE RNTL FOR THE ARPT,11/3-11/6/17
			TXN00077652	26.85		DECK SPRINGS FOR MOWER RPR@AIRPORT
			TXN00077965	26.53		FILTERS FOR AIRPORT GENSET
			TXN00079349	98.20		DAMP RID FOR ENGINEERING
			TXN00079837	28.75		SHPPNG CHRGS:AIRPORT-FAA, M.MONRONEY,OK,1/18/18
			TXN00080157	18.95		KEYRINGS FOR ENGINEERING DEPT.
			TXN00080627	(245.09)		CR REF TXN00080239,RETURN OFFICE CHAIR
			TXN00081357	34.38		TIRE FOR JOHN DEERE TRACTOR RPR
			TXN00081459	445.00		R.SIEGER,FAC CONF,7/13- 7/18,TAMPA
			TXN00081487	100.00		F.ALKHATIB,FACERS MTG, ORLANDO,6/26-6/28/18
			TXN00082115	499.33		TIE ROD ASSEMBLY FOR AIRPORT TRACTOR RPR
			TXN00082329	(8.18)		CR REF TXN00082322,RETURN PAINT-AIRPORT
			TXN00082535	143.00		NOTARY RENEWAL FOR GINA FRIEDMAN,AIRPORT
			TXN00082551	449.95		UNIFORM SHIRTS W/EMBROID. FOR THE AIRPORT
			TXN00082713	15.23		LED LIGHTBULBS FOR AIRPRT CORP CENTER



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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00083091	46.48		OUTDOOR GFI RECEPTICLES FOR AIRPORT
			TXN00083285	21.46		SHELF BRACKET,ANCHOR FOR AIRPORT COUNTER RPRS
			TXN00083428	68.10		RECHARGABLE BATTERIES FOR THE AIRPORT
			TXN00083443	95.34		RECHARGEABLE BATTERIES FOR THE AIRPORT
			TXN00083692	50.00		A.HADEED,FACA CLE MTG REG ORLANDO,6/28/18
			TXN00083776	325.10		VEHICLE REPAIR - EOC 918
			TXN00083791	139.28		VEHICLE REPAIR - EOC 933
			TXN00083888	9.52		DRILL BITS FOR AIRPORT CORP CENTER
			TXN00083888	13.31		WD40,FASTNERS FOR AIRPORT CORP CENTER RPRS
			TXN00083905	392.60		M.DUNN,AIRFARE,NASC CONF, 8/06-8/08,KNOXVILLE,TN
			TXN00084211	627.21		PW DOZER RPR 650
			TXN00084396	222.90		SAND ANCHOR BAGS-USLA EQUIP FOR TDO
			TXN00084585	50.00		MAILCHIMP-ECON.DEV.MARKTG SOFTWARE-JULY 2018
			TXN00084605	170.61		N.BRECKENRIDGE,HTL LDGNG, GOV.CONF,CHMPNSGATE,9/12
			TXN00084613	30.64		CUPS,LABLS,WIPES,STIRRERS FOR ECON.DEVEL.
			TXN00084613	1.49		RULER FOR ECON.DEVELOP.
			TXN00084636	(32.10)		CR REF TXN00084396,CREDIT FOR SHIPPNG CHRNG
			TXN00084646	45.98		BATTERIES FOR FACIL.
			TXN00084646	139.00		RPLCMNT LIGHTS,POWR OUTLT FOR FACIL&LEGACY SCHOOL
			TXN00084647	52.34		E.DEV.BUSINESS LUNCH W/ PROJ.100@HIGHJACKERS 7/17
			TXN00084659	57.98		FOOTPLATE PIN,JACK FRAME FOR FACIL.
			TXN00084659	49.99		RPLCMNT TRLR LIGHTING FOR FACIL.
			TXN00084692	71.50		NJ NEWSPAPER SUBSCRPTN FOR E.DEV-6 MO.FROM 7/23/18
			TXN00084698	900.00		R.SIEGER,HTL LDGNG&PARKNG FAC CONF,TAMPA,7/13-17
			TXN00084717	31.82		M.DICKSON,FUEL EXP TO GA. 7/20 TO INSPCT SHINGLES
			TXN00084722	400.00		SIGN,POST&INSTLLTN CHRNG: COMING SOON,US1 CMMRCL PK
			TXN00084760	12.00		N.HEATH-FLEET,CDL EXAM FEE

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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00084767	2.24		VEH RPR-FLEET 1030
			TXN00084768	12.74		SHPPNG CHRGS:FACIL-INNOVT HVAC SALES,JAX 7/13/18
			TXN00084787	408.42		INFRARED THERMOMETER CAMERA-TRUCK 9343
			TXN00084789	300.00		MBRSHP RNWL:THE FL BAR FOR THE CO ATTY
			TXN00084795	57.00		ELEC SNAKE RNTL,7/24-7/25 FOR FACIL.
			TXN00084801	439.95		(4)DOG WASTE DISPENSERS FOR PARKS
			TXN00084806	12.88		CHAINSAW CLUTCH FLYWHEEL RMVL TOOL-FLEET SHOP
			TXN00084812	375.00		F.ALKHATIB,FSBPA CONF, CLEARWATER BCH,9/19-9/21
			TXN00084815	226.84		FAUCET RING,PAINT,UNDER- LAYMENT,RSTRM FAN-FACIL.
			TXN00084816	54.35		PAIL LINERS,PAINT FOR FACIL.
			TXN00084816	19.91		PAINT BRUSH,SAW BLADE FOR TRUCK 768
			TXN00084817	10.29		DOOR REPAIR BOLT,SUPPLIES FOR FACIL.
			TXN00084818	8.96		REPLCMNT STOPWATCH BATTs FOR USLA EVENT
			TXN00084819	154.22		VERIZN WIRELESS,7/2-8/01 TDO
			TXN00084820	203.37	G	VERIZN WIRELESS,7/2-8/01 EMPA
			TXN00084820	(100.00)	G	VERIZN WIRELESS,7/2-8/01 INCENTIVE CREDIT
			TXN00084820	26.24	G	VERIZN WIRELESS,8/2-9/01 EMPA EQUIP CHRGS
			TXN00084821	747.13		FERTILZER - PARKS & REC
			TXN00084822	325.00		VEHICLE RPR-FCSO 3995
			TXN00084823	41.97		VERIZN WIRELESS,7/2-8/01 GROWTH MANAGEMENT
			TXN00084824	36.45		VERIZN WIRELESS,7/2-8/01 FACILITIES
			TXN00084824	80.31		VERIZN WIRELESS,7/2-8/01 FLEET
			TXN00084825	187.23		PINE BOARD,SPRY PAINT, CAULK-FACILITY REPAIRS
			TXN00084825	3.79		TOOL OIL - FACIL.TRK 8692
			TXN00084826	29.83		FIRE/RESC K SAW RPR
			TXN00084827	89.86		VERIZN WIRELESS,7/2-8/01 G.A.L.
			TXN00084829	68.74		VERIZN WIRELESS,7/2-8/01 SOLID WASTE

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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00084831	36.99		THE WALL ST JOURNAL DIGTL SUBSCRPTN-ECON.DEVELOPMNT
			TXN00084832	48.83		VERIZN WIRELESS,7/2-8/01 TRANSPORTATION
			TXN00084833	179.21		VERIZN WIRELESS,7/2-8/01 PUBLIC WORKS
			TXN00084834	88.30		VERIZN WIRELESS,7/2-8/01 CO ATTY
			TXN00084835	61.17		RAKES FOR PARKS DEPT
			TXN00084836	104.95		2-FUNCTION JUMBO SWITCH FOR E911
			TXN00084837	140.49		VERIZN WIRELESS,7/2-8/01 ECON.DEVELOPMENT
			TXN00084838	61.24		VERIZN WIRELESS,7/2-8/01 AIRPORT
			TXN00084839	1,025.64		VERIZN WIRELESS,7/2-8/01 FIRE/RESCUE
			TXN00084840	101.94		LUMBER - FACILITY REPAIRS
			TXN00084841	4.04		ADAPTOR FOR BB WW
			TXN00084841	23.31		SILICONE,FSTNRS,TM15 FOR PLANT BAY WATER
			TXN00084842	0.23		VERIZN WIRELESS,7/2-8/01 BULL CREEK
			TXN00084842	263.38		VERIZN WIRELESS,7/2-8/01 FACILITIES
			TXN00084842	98.88		VERIZN WIRELESS,7/2-8/01 GEN SRVCS ADMIN
			TXN00084842	30.28		VERIZN WIRELESS,7/2-8/01 PARKS DEPT
			TXN00084843	53.57		VERIZN WIRELESS,7/2-8/01 ENGINEERING DEPT
			TXN00084845	278.97		VERIZN WIRELESS,7/2-8/01 BLDG DEPT
			TXN00084846	1.28		VERIZN WIRELESS,7/2-8/01 DRUG COURT
			TXN00084847	100.00		POSTAGE FOR FULFILLMNT OF VISITOR INFO REQUESTS-TDO
			TXN00084848	2.58		VERIZN WIRELESS,7/2-8/01 SNR SRVCS
			TXN00084849	11.68		FAUCET SUPPLY LINE FOR FACIL RPRS
			TXN00084851	635.95		LASER PRINTERS FOR IT DPT
			TXN00084852	212.62		VERIZN WIRELESS,7/2-8/01 ADMIN
			TXN00084852	75.64		VERIZN WIRELESS,7/2-8/01 LAND MGMT
			TXN00084853	52.21		VERIZN WIRELESS,7/2-8/01 FACILITIES
			TXN00084853	104.42		VERIZN WIRELESS,7/2-8/01 GENERAL SRVCS ADMIN

**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
08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00084854	67.48		HITCH PIN,BALL MOUNT FOR FACIL RPRS
			TXN00084855	113.37		COMPRESSOR OIL - FACIL.
			TXN00084856	46.48		VERIZN WIRELESS,7/2-8/01 FINANCIAL SRVCS
			TXN00084857	0.39		VERIZN WIRELESS,7/2-8/01 COURT ADMIN.
			TXN00084858	74.76		VERIZN WIRELESS,7/2-8/01 CODE ENFORCMNT
			TXN00084860	187.28		EQUIPMENT RPR-PW TRACTOR 8362
			TXN00084861	19.58		VERIZN WIRELESS,7/2-8/01 BEV.BEACH UTIL.W.WATER
			TXN00084861	19.59		VERIZN WIRELESS,7/2-8/01 BEVERLY BEACH UTIL-WATER
			TXN00084861	3.65		VERIZN WIRELESS,7/2-8/01 FACILITIES
			TXN00084861	55.89		VERIZN WIRELESS,7/2-8/01 PLANT.BAY W.WATER
			TXN00084861	55.90		VERIZN WIRELESS,7/2-8/01 PLANT.BAY WATER
			TXN00084863	42.55		MOWER RPR-PARKS 1021
			TXN00084864	164.60		VERIZN WIRELESS,7/2-8/01 E911
			TXN00084864	29.99		VERIZN WIRELESS,7/2-8/01 EQUIP CHRGS FOR E911
			TXN00084866	31.40		DRILL BITS - TRUCK 805
			TXN00084866	15.00		GALV.NUTS-FACILITIES
			TXN00084867	4.00		VEH CAR WASH-TRUCK 9345
			TXN00084868	20.21	G	VERIZN WIRELESS,7/2-8/01 EMS GO KITS
			TXN00084869	22.80		ELEC SNAKE RNTL,7/24-7/25 FOR FACIL.
			TXN00084871	635.95		LASAER PRINTERS FOR FIRE/ RESCUE
			TXN00084872	21.74		VERIZN WIRELESS,7/2-8/01 FACILITIES
			TXN00084872	141.41		VERIZN WIRELESS,7/2-8/01 PARKS DEPT
			TXN00084872	5.34		VERIZN WIRELESS,7/2-8/01 PRINCESS PLACE
			TXN00084873	509.77		VERIZN WIRELESS,7/2-8/01 IT DEPT
			TXN00084873	294.98		VERIZN WIRELESS,7/2-8/01 IT DEPT EQUIP CHRGS
			TXN00084874	150.00		M.MORGAN,FIRE/RESC-#1810 TACTC&STRAT.ONLINE COURSE
			TXN00084875	95.30		BADGE CLIPS FOR IT DEPT

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00084889	13.95		TABLE SAW REPAIR-FACIL.
			TXN00084917	142.95		KEURIG COFFEE MAKER,PLSTC CARAFE FOR BOCC
			TXN00084926	56.95		VEH RPR-AIRPORT VEH 968
			TXN00084957	15.25		SPRINKLER PROTECTRS&PLSTC FASTENERS FOR FLIGHT OPS
			TXN00084963	357.00		SEE CR TXN85088 FOR FULL CR.INCORRECT CHRGR-HILTON
			TXN00084964	320.00		POSTAGE FOR FULFILLMNT OF VISITOR INFO REQUESTS-TDO
			TXN00084965	350.00		VEHICLE RPR-PW 734
			TXN00084966	63.17		VEHICLE RPR-AIRPORT 9979
			TXN00084967	54.72		DISH NTWK,7/23-8/22/18, SAT.TV SVC FOR EMS
			TXN00084969	308.54		VEHICLE RPR-FCSO 6318
			TXN00084970	132.00		STORAGE UNIT RNTL-AUG 18 PURCHASING SURPLUS ITEMS
			TXN00084971	34.10		VEHICLE RPR-FLEET 1030
			TXN00084972	14.52		VEHICLE RPR-FCT 104
			TXN00084974	278.00		TELEVISION - PPP PARK
			TXN00084990	7.75		N.HEATH-FLEET,CDL LICNSE FEE
			TXN00084991	158.48		CHEMICALS FOR PB WW
			TXN00085000	136.44		AIR HOSE REEL,HOSE,STRAPS AND BLOCK-LAND MGMT
			TXN00085000	11.26		BUSHING,NIPPLES AND TEE FOR LAND MGMT
			TXN00085000	5.97		FLAGGING TAPE FOR LAND MGMT
			TXN00085002	12.95		ST AUG.RECORD SUBSCRPTN FOR ADMIN-AUG 2018
			TXN00085008	362.50		HELICPTR BLADE RNTL WHILE ORIGS BLDS ARE BEING RPRD
			TXN00085017	135.00		WINDOW TINT FOR VAN#10095 IT DEPT
			TXN00085018	645.00		MODRET SOFTWARE FOR ENG. DEPT
			TXN00085019	88.60		REPLACEMENT PVC PIPE FOR PB WATER
			TXN00085019	16.58		STERILE BOTTLES-PLANT.BAY UTIL-WATER
			TXN00085020	77.86		KTCHN FAUCET,SPCKL,SPLY FCT FOR HLTH DEPT UNIT 4
			TXN00085021	79.99		OUTDOOR UTIL.WAGON FOR AG EXT.

**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
08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085022	171.00		PARKS MOWER RPR 1058
			TXN00085023	192.98		PAINT,PRESSURE WASHER RPR FOR FACIL.
			TXN00085024	54.76		VEHICLE REPAIR - EOC 899
			TXN00085025	69.99		VEHICLE RPR-FLEET
			TXN00085026	106.98		VEHICLE RPR- FCSO 5666
			TXN00085027	124.60		VEHICLE RPR- FCSO 4671
			TXN00085028	44.03		FRAMES FOR WALL POSTERS IN TDO CONF. ROOM
			TXN00085029	22.31		CARBURETOR ADJUSTMENT FOR FLEET SHOP USE
			TXN00085030	89.88		REPLACEMENT DOOR LEVER - INMATE FAC-FACILITIES
			TXN00085031	14.36		DRYWALL- HEALTH DEPT UNIT #4 REPAIRS-FACILITIES
			TXN00085032	82.22		MULE FIRE PUMP ITEMS -LAND MANAGEMENT
			TXN00085033	(278.00)		ORIG TXN84974 RETURN TV PPP PARK
			TXN00085033	348.00		TV PURCHASE - PPP PARK
			TXN00085035	66.70		WAGON TO CARRY PROGRAM ITEMS-EXTENSION SRVCS
			TXN00085036	30.66		REPLACEMENT TUBES FOR PLANT.BAY W
			TXN00085036	184.45		SULFURIC ACID FOR PB W
			TXN00085037	175.00		EQUIP RENTAL DEP.:SOD CUT & LOAD RAMP-7/30-8/1-PRK
			TXN00085038	32.02		HARDWARE-DRYWALL-HEALTH DEPT REPAIRS-FACILITIES
			TXN00085038	21.47		TOOL:SOLDERING KIT FACILITIES
			TXN00085039	27.99		VEH.REPAIR - FCSO 5598
			TXN00085040	275.00		IKEY LTD - (3)KEYBOARDS FIRE/RESCUE
			TXN00085042	106.98		VEH.REPAIR - FCSO 5666
			TXN00085043	126.41		OXYGEN FOR ALL ALS RESCUE UNITS & ENGINES
			TXN00085044	82.50		SIGNS FOR DEMO GARDENS EXTENSION SERVICES
			TXN00085047	2.69		VEH.REPAIR - FLEET SHOP
			TXN00085048	29.47		RETENTION/EXPANSION BUS. LUNCH W/PC DATA 07/31/18
			TXN00085051	78.68		LUMBER,PINEBOARD - FACILITIES

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085052	67.05		HARDWARE & PVC-PLANTATION BAY WW REPAIRS
			TXN00085052	3.70		TAPE - PLANTATION BAY WW REPAIRS
			TXN00085054	21.99		REPLACEMENT CARTRIDGE -ECONOMIC DEVELOPMENT
			TXN00085055	47.82		DROP CEILING PROJECTOR MOUNT - I.T. DEPT
			TXN00085056	719.50		(25)SIGNS - PPP PARK
			TXN00085057	17.01		EQUIP.REPAIR-GENSET 12 FACILITIES
			TXN00085058	45.02		DISH NETWORK,7/29-8/28/18 SAT.TV FOR STA.71
			TXN00085059	90.24		VEH.REPAIR - FCSO 5076
			TXN00085060	12.59		JOINT COMPOUND- FACILITY REPAIRS
			TXN00085062	595.00		AFRICAN AMERICAN PARTNER MBRSHF FEE(AAEA)-ECON.DEV
			TXN00085063	40.48		SPRAY PAINT,BLUE,RED&BLCK -FLIGHT OPS HANGAR
			TXN00085064	82.79		VEH.REPAIR - FCT 110
			TXN00085065	336.76		REPLACEMENT MEMBRANE FOR BULL CREEK WATER
			TXN00085067	51.75		FINGERPRINTING SRVCS FOR R.CHIANELLI-LIBRARY ASST
			TXN00085068	55.98		REPLACEMENT LIGHTING FACILITIES
			TXN00085069	8.34		NYLON STRING - FACILITIES
			TXN00085069	64.49		TOOLS:DRILL BIT,BRKR BAR, SCKT EXT.-TRK#8694-FACILI
			TXN00085071	108.82		BATHROOM REPAIRS - HEALTH DEPT CONDO-FACILITIES
			TXN00085072	22.19		EQUIP.REPAIR-GENSET 10 FACILITIES
			TXN00085073	600.00		(3)6'TABLE CLOTHS - FIRE RESCUE LOGO FOR EVENTS
			TXN00085075	14.88		CDR-80-VETERANS SERVICES
			TXN00085075	28.93		COPY PAPER-VETERANS SRVCS
			TXN00085075	9.97		POST-IT NOTES-VETERNAS SERVICES
			TXN00085075	14.84		STAPLER-VETERANS SERVICE
			TXN00085076	12.92		CAULK - FACILITY REPAIRS
TXN00085076	5.93		DUCT TAPE-FACILITY REPAIR -FACILITIES			
TXN00085077	405.00		C.LENNIGER-EFF.SELLING IN SPORTS EVENTS-ONLINE-TDO			

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085078	9.41		VEH.REPAIR - FCT 110
			TXN00085079	17.01		EQUIP.REPAIR-GENSET 13 FACILITIES
			TXN00085080	28.64		VEH.REPAIR - EOC 899
			TXN00085081	83.25		BADGE CARDS-I.T.DEPT
			TXN00085082	89.21		HARDWARE-FACILITY REPAIRS
			TXN00085082	82.77		TOOL: AUTOMATIC STAPLER TRUCK 9703-FACILITIES
			TXN00085083	137.10		LUMBER - FACILITY REPAIRS
			TXN00085084	35.00		CONSUMER REPORTS DIGITAL SUBSCRIP THRU 7/1/2019-AG
			TXN00085085	51.75		FINGERPRINTING SRVCS FOR G.IPPOLITO-PARK RANGER
			TXN00085088	(357.00)		ORIG TXN84963-HILTON HOTL HOTEL INCORRECT CHARGE
			TXN00085089	622.75		GATE REPAIR-INMATE FACILITY-FACILITIES
			TXN00085092	28.77		REPLACEMENT LOCKS & HOSE NOZZLE - FACILITIES
			TXN00085092	56.69		TOOLS : TRUCK 8694 FACILITIES
			TXN00085094	26.95		PAINT - FACILITY REPAIRS
			TXN00085095	88.00		J.THOMAS,9/28/18 DELTONA BACKFLOW TESTER RECERT.
			TXN00085096	17.98		GRAFFITI REMOVER - FACILITIES
			TXN00085097	170.54		VEH.REPAIR - FLEET SHOP
			TXN00085098	11.13		VEH.REPAIR - ENGINERING #8697
			TXN00085100	234.17		HARDWARE & WIRE- FACILITY REPAIRS
			TXN00085100	13.94		TOOL BLADE - TRUCK 9343 FACILITIES
			TXN00085103	16.00		BALE OF HAY-FIRE TRAINING -FIRE/RESCUE
			TXN00085104	83.30		EQUIPMENT RENTAL:TAMPER 8/2-8/3 - FACILITIES
			TXN00085105	27.58		REPAIR ITEMS FOR PB W
			TXN00085105	10.96		SCALE,MAGNETIC LINER PLANT.BAY W
			TXN00085106	6.99		VEH.REPAIR - FLEET SHOP
			TXN00085108	55.00		PEICE OF ALUMINUM STEEL - FACILITIES REPAIRS
			TXN00085109	7.88		MURIATIC ACID FACILITIES



**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085109	58.00		REPLACEMENT LIGHT BULBS - HAWCREEK CC
			TXN00085109	5.98		SCRUB BRUSH - TRUCK 768 FACILITIES
			TXN00085112	543.63		SENSAPHONE MONITRING ALRM SYSTEM - P.B. WASTE WATER
			TXN00085114	16.17		CONCRETE SEALER-FACILITY REPAIRS - FACILITIES
			TXN00085114	9.43		SANDING SPNGE,JOINT KNIFE - FACILITIES TRK# 980
			TXN00085116	175.00		EQUIPMENT REPAIR - FACILITIES MANLIFT
			TXN00085117	97.47		HVAC REPAIR MATERIALS FACILITIES(UNITED REFRIG)
			TXN00085119	420.00		POSTAGE FOR FULFILLMENT OF VISITOR INFO REQST-TDO
			TXN00085120	370.60		EQUIP RENTAL:SOD CUTTER & LOADING RAMP-7/30-8/1-PRK
			TXN00085121	9.99		PORTLOLIO FOR DOCUMENTS- ECON.DEVEL.
			TXN00085122	34.11		AWS WEBCAM SRVC FOR TDO JULY 2018
			TXN00085123	(84.94)		ORIG TXN84890-VEH.REPAIR FCSO 5498
			TXN00085124	17.98		DRAIN CLEANER - VARN PARK RESTROOM-FACILITIES
			TXN00085124	8.09		PLUNGER - FACILITIES
			TXN00085125	237.62		SIDING-FACILITIES REPAIRS
			TXN00085126	19.05		PVC GROUND CONNECTION FOR STA#22- FIRE/RESCUE
			TXN00085126	21.59		RATCHING SCREW DRIVER - STA# 62 - FIRE/RESCUE
			TXN00085127	104.72		CONCRETE - FACILITIES
			TXN00085128	29.59		VEH.REPAIR - FCSO 2682
			TXN00085129	79.68		VEH.REPAIR-FCT 99&102
			TXN00085130	259.90		EQUIPMENT REPAIR - INMATE FACILITY - FACILITIES
			TXN00085131	442.14		LUMBER,SCREWS FOR EDIBLE GARDEN - EXTENSION SRVCS
			TXN00085131	57.90		PLANTS, PLANT LABEL EXTENSION SERVICES
			TXN00085134	310.00		SIGNS - PP PARK "PARK RULES & REGS"
			TXN00085134	395.00		SIGNS - PP PARK "WARNING ...DANGERS IN SURF"
			TXN00085137	(19.05)		ORIG TXN85126 RETURNED PLUGS,-STA#22,FIRE/RESCUE
			TXN00085139	146.70		WIRELESS KEYBOARD -EMER.MGMT

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085139	48.91		WIRELESS KEYBOARD -I.T. DEPT
			TXN00085142	3.94		KEYS - 800MHZ
			TXN00085143	59.00		U.S.FLAGS FOR MASTER GARDENER TRAINING PROGRAM
			TXN00085144	4.30		EQUIPMENT REPAIR - PW PACKER 665
			TXN00085145	600.68		4 TONER CARTRIDGES FIRE/RESCUE
			TXN00085146	8.95		UNIFORM RNTL W/E 08/03/18 BUILDING
			TXN00085146	1.79		UNIFORM RNTL W/E 08/03/18 CODE ENFORCEMENT
			TXN00085147	12.90		HARDWARE,WIRE,REPLACEMENT KEYS - PP PARK
			TXN00085149	13.92		REPLACEMENT LIGHT BULBS - FACILITIES
			TXN00085151	20.69		DRAIN CLEANER-INMATE FAC FACILITIES
			TXN00085154	495.00		GARBAGE DISPOSAL REPAIR- INMATE FAC KITCHEN
			TXN00085155	94.95		PVC CUTTER- TRUCK 9343 FACILITIES
			TXN00085155	46.81		REPAIR SUPPLIES FOR FACILITIES
			TXN00085156	40.49		EQUIP.REPAIR-GENSET 11 FACILITIES
			TXN00085157	89.00		STORAGE UNIT RENT 8/2-9/1 PURCHASING - SURPLUS
			TXN00085158	10.20		SCISSORS-EXTENSION SRVCS
			TXN00085159	90.00		TINT VAN WINDOWS-I.T.DEPT
			TXN00085160	46.99		VEHICLE REPAIR - FCT 112
			TXN00085161	21.35		VEHICLE RPR-FCSO 5666
			TXN00085165	85.24		DOOR CLSR,STOP,SCRWS,WSHR NUTS-FACIL.DOOR RPR
			TXN00085165	34.81		SAW BLADES,DRILL BITS, COTTG WHEELS-TRUCK 9703
			TXN00085166	156.11		CNNCTRS,SCREWS,CABLE PULL BOX FOR EOC RPRS
			TXN00085168	369.86		CEDR&PINE BOARDS,PLYWOOD, LATEX,SCRWS-FACIL.RPRS
			TXN00085168	65.00		SAW BLADES,SQUARE FOR TRUCK 9341
			TXN00085169	34.65		CAULKING TOOL,PLIERS FOR FACILITIES
			TXN00085169	1.84		GLASS CLEANER - FACIL.
TXN00085169	190.51		SPRNKLR REGLTR,SHINGLES, PAINT,CPLNG,ADPTR,TIE-FAC			

**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
08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085170	228.48		TAMPER PLATE RNTL,8/6- 8/13 FOR FACILITIES
			TXN00085171	59.00		VISUAL VISITOR ANALYTIC SFTWRE-ECON.DEV.8/6-9/6
			TXN00085173	167.35		FORKS,LUGS,SEALS,WIRE, BATT CORRSN GRD-FLEET SHP
			TXN00085174	17.64		REPLACEMENT MAILBOX FOR HAMMOCK SUB STATION
			TXN00085174	2.12		VINYL LETTERING - HAMMOCK SUB STATION
			TXN00085175	250.00		NVG RECERT&CALIBRATION FOR FLIGHT OPS
			TXN00085176	7.35		VEHICLE RPR-FLEET
			TXN00085178	183.20		VEHICLE RPR - FCSO 4627
			TXN00085180	119.33		OXYGEN FOR ALL ALS RESCUE UNITS & ENGINES
			TXN00085181	(7.35)		CR REF TXN00085176,RETURN HEX KEY SET
			TXN00085182	20.39		MOWER AIR FILTER - PARKS
			TXN00085183	5.98		MOUNTING BOARDS USED FOR POSTERS IN OFFICE-TDO
			TXN00085184	16.65		SHPPNG CHRГ:EMPG-TALLHSEE 8/06/18
			TXN00085186	18.38		VEHICLE RPR-PW TRUCK 902
			TXN00085187	8.99		TIRE REPAIR KIT FOR PARKS
			TXN00085189	143.37		VEHICLE RPR-PW TRCK 8172
			TXN00085190	66.61		EXT CABLE,MICROPHONE FOR EMPG
			TXN00085191	36.90		M.DUNN,TAXI EXPENSE,NASC CONF,MARYVILLE,TN 8/06/18
			TXN00085192	15.99		STAMPS.COM SERVICE FEE TDO
			TXN00085193	520.54		LAMINATE,CAULK,CABINETS, COUNTRTOP-HLTH DP.CONDO#4
			TXN00085194	6.29		FOGGER BUG SPRAY FOR EMS
			TXN00085195	9.99		LOCK LUBRICANT-INMATE FAC
			TXN00085195	444.00		REPLACEMENT LOCK SET INMATE FAC
			TXN00085196	198.69		CEDAR BOARD,PAINT,CAULK, SCREWS-FACIL.RPRS
			TXN00085197	60.39		DOOR MATS FOR SALLY'S SAFE -HAVEN
			TXN00085199	136.00		ASPHALT FOR FACIL.RPRS
			TXN00085201	13.59		TAPCON SCREWS FOR HAMMOCK SUB STATION

**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
08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085201	7.98		VINYL LETTERING - HAMMOCK SUB STATION
			TXN00085202	7.80		REPLACEMENT KEYS - FACIL.
			TXN00085203	38.61		VEHICLE RPR-FCSO 3072
			TXN00085204	143.40		VEH RPR-FCT 99,112,102
			TXN00085205	38.75		PARKS MOWER REPAIR
			TXN00085206	512.55		SMARSH ARCHIVING PLATFORM NET GUARD CLOUD-IT-JUL 18
			TXN00085207	40.00		N.MCLAUGHLIN,SMART COMM. LUNCHEON REGIS,8/22,PC
			TXN00085208	69.00		VEH RPR-FCSO 4627
			TXN00085209	133.72		(1,000)RACK CARDS FOR NBAA NETWORKING-ECON.DEV.
			TXN00085210	29.99		INK CARTS FOR ECON.DEVEL.
			TXN00085211	25.76		AUDIO CABLES,CONNECTORS FOR HEADPHONES-IT
			TXN00085212	14.38		BUSHINGS,CPLNGS-FACIL.
			TXN00085212	1.79		MASKING TAPE - FACILITIES
			TXN00085213	13.50		DRINKING WATER,7/27-8/29 TDO
			TXN00085213	6.90		WATER COOLER RENTAL 7/27-8/29 FOR TDO
			TXN00085214	46.44		BLADE SET,PAINT BRSH,RLLR COVERS - FACIL.
			TXN00085214	219.42		PAINT & PRIMER - HEALTH DEPT UNIT 4 CONDO
			TXN00085215	22.61		BINDER,CALL BELL,STAPLES FOR FIN.SVCS
			TXN00085216	541.43		DOOR FOR FACIL.RPR
			TXN00085218	139.40		ASPHALT FOR FACIL.RPRS
			TXN00085219	5.98		P-TRAP&EXT.TUBE FOR RSTRM RPR @ OLD SALT PARK
			TXN00085220	11.83		POWERATED BELT FOR FACIL. HVAC RPR
			TXN00085221	206.04		ASPHALT FOR FACIL.RPRS
			TXN00085222	14.38		VEH RPR-FCSO 3072
			TXN00085223	250.00		SEPTIC PUMP OUT - HIDDEN TRAILS
			TXN00085224	94.98		MICROWAVE & CROCK POT FOR FIRE STATION 62
			TXN00085225	464.07		ELECTRIC RANGE - STATION 92

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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085226	208.00		ATT#M01-0924,7/16-8/16/18 E911
			TXN00085227	18.53		CABLE CONCEALER ON WALL FOR EMPG
			TXN00085228	501.50		(17)RIP CURRENT SIGNS FOR PARKS DEPT
			TXN00085229	17.28		VEH RPR-FCSO 4627
			TXN00085231	70.16		VEHICLE RPR-FCSO 4627
			TXN00085232	56.00		BINDERS FOR AG EXT.
			TXN00085233	312.36		HYDFLUID FOR EQUIP 734 RPR
			TXN00085234	189.00		SHRM MBRSHP FOR HR DEPT 10/1/18-9/30/19
			TXN00085237	188.36		ASPHALT FOR FACIL.RPRS
			TXN00085238	8.40		TEES,PIPE,ELBOWS,ADAPTER HEALTH DEPT SUITE 206
			TXN00085239	121.78		PARKS MULE RPR
			TXN00085240	147.87		NAIL GUN - TRUCK 8696
			TXN00085240	57.28		NAILS & FENCE PICKET FOR FACILITY REPAIRS
			TXN00085242	92.20		PAINT,CONCRETE,NAILS,PNT LINERS,TRAY-PPP RSTRM RPR
			TXN00085244	360.00		INSECTICIDE - PARKS
			TXN00085245	55.00		LABELS,DIVIDERS FOR TDO
			TXN00085245	23.28		SWIFFER REFILLS FOR TDO
			TXN00085247	412.38		TREATD LMBR,TEE,ELBWS,CAP ADPTR,OUTLT FOR FACIL.
			TXN00085249	395.00		(10)DODGE THE DUNES SIGNS FOR PARKS DEPT
			TXN00085250	14.10		BLOWER MOTOR RPR-FCT 104
			TXN00085253	282.89		PARTS WASHER FOR FLEET
			TXN00085265	240.04		ASPHALT FOR FACIL.RPRS
			TXN00085282	740.00		TREE CUT AND REMOVAL INMATE FAC-FACILITIES
			TXN00085284	565.00		FIRE SAFETY BOOKS,CRAYONS RULERS-EDUCATIONL-FIRE/RE
			TXN00085285	223.72		ASPHALT FOR FACIL.RPRS
			TXN00085286	25.62		DRILL BIT - TRUCK 8694 FACILITIES
			TXN00085287	51.75		FINGERPRINTING SRVCS FOR P.ARAUJO-SERVICE MECHANIC

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085289	158.70		SAW BLADE (PURHCASE) FACILITIES
			TXN00085290	29.85		HARDWARE-FACILITY REPAIRS
			TXN00085291	165.75		VEH.REPAIR - FCSO 5074
			TXN00085292	58.24		VEH.REPAIR - FCSO 4777
			TXN00085293	33.52		VEH.REPAIR - FCSO 52
			TXN00085294	46.25		VEH.REPAIR - FLEET SHOP
			TXN00085295	88.52		STEEL-INMATE FAC REPAIRS FACILITIES
			TXN00085297	234.27		EQUIPMENT REPAIR - PW #734
			TXN00085298	26.99		REPLACEMENT PRESSURE WASH ER WANDS - FACILITIES
			TXN00085299	156.82		SOCKET WRENCHES& PRESSURE WASHER TOOLS-FACILITIES
			TXN00085300	24.99		HEAT GUN - FACILITIES
			TXN00085301	22.95		MOLD REMOVER - FACILITIES
			TXN00085305	404.40		HARDWARE-FACILITY REPAIRS
			TXN00085306	40.00		G.HANSEN-REGISTER:SMART COMMUNITY LUNCHN,8/22/18
			TXN00085307	218.58		VEH.REPAIR - FCSO 5078
			TXN00085309	2.60		REPLACEMENT KEYS - .FACILITIES
			TXN00085311	34.18		HITCH AND BALL FOR TRUCK 8691- PB
			TXN00085312	187.03		PAINT,FITTINGS,LUMBER - FACILITIES
			TXN00085313	59.96		HARDWARE & REPLACEMNT LIGHT BULBS - FACILITIES
			TXN00085314	91.19		2019 WEEKLY PLANNERS -EXTENSION SERVICES
			TXN00085315	19.76		HARDWARE FOR SINK REPAIRS HEALTH DEPT UNIT 4-FACILI
			TXN00085317	7.50		W.MASTERS CLASS:DS/DW0201 52820-REPLACING 8.5..PBW
			TXN00085317	7.50		W.MASTERS CLASS:DS/DW0201 52820-REPLACING 8.5..UTIL
			TXN00085319	17.99		PHONE CASE - I.T.DEPT
			TXN00085320	45.06		REPLACEMENT LIGHT - FOOD PANTRY - FACILITIES
			TXN00085321	4.80		PART: ADAPTER CONNECTOR - FLIGHT OPS
TXN00085321	54.15		WIRELESS KEYBOARD FIRE/RESCUE			

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085323	14.80		EQUIPMENT REPAIR-GEN 26 FACILITIES
			TXN00085325	87.24		OXYGEN FOR ALL ALS RESCUE UNITS & ENGINES
			TXN00085326	137.99		BOOKCASE FOR HR DEPT.
			TXN00085329	13.04		VEH.REPAIR - FCSO 4782
			TXN00085331	341.12		EQUIPMENT REPAIR - PW MOWER #8791
			TXN00085332	53.21		FAA REQUIRED FLIGHT CHARTS - FLIGHT OPS
			TXN00085335	117.52		WIRELESS AUTO BACKUP CAMERA - FIRE/RESCUE
			TXN00085336	7.50		W.MASTERS CLASS:DS/DW0201 52900-PRIORITIZING..PBW
			TXN00085336	7.50		W.MASTERS CLASS:DS/DW0201 52900-PRIORITIZING..UTIL
			TXN00085337	7.50		W.MASTERS CLASS:DS/DW0201 52910-RESTORING THE-PBW
			TXN00085337	7.50		W.MASTERS CLASS:DS/DW0201 52910-RESTORING THE-UTIL
			TXN00085339	63.30		EQUIPMENT REPAIR-PW #665
			TXN00085340	552.90		VEH.REPAIR - FLEET SHOP
			TXN00085341	225.68		OXYGEN FOR ALL ALS RESCUE UNITS & ENGINES
			TXN00085342	40.53		EQUIPMENT REPAIR - PW #665
			TXN00085343	36.29		DESK ORGANIZER FOR HR DIRECTOR
			TXN00085344	24.02		2019 WEEKLY PLANNER -EXTENSION SERVICES
			TXN00085344	10.99		WRIST DESK PAD- EXTENSION SERVICES
			TXN00085345	67.90		CLIENT MTG.PADDLE FLORIDA BILL,JANICE, MATT - TDO
			TXN00085351	46.67		(13)15QT PLASTIC BINS FOR RESCUE EQUIP-FIRE/RESCUE
			TXN00085353	18.99		BROOM -TRUCK 800 FACILITIES
			TXN00085354	193.86		EQUIPMENT REPAIR - PW MISC SHOP:CAPS & PLUGS
			TXN00085356	15.00		M.ADAM:CLASS,#WW020153110 TRUCK SHOTS & OVER...PBWW
			TXN00085357	13.12		GROUNDING PLUG,CONNECTOR -STA#16 -FIRE/RESCUE
			TXN00085358	15.00		M.ADAM:CLASS,#WW020153040 HOW TO COMPLY WITH...PBWW
			TXN00085359	15.00		M.ADAM:CLASS,#WW020153160 FATE&TRANSPORT POT...PBWW
			TXN00085360	16.68		VEH.REPAIR - FCSO 4777

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08/27/2018	170157	FLAGLER CO BCC POOLED CASH PCARD	TXN00085361	15.00		M.ADAM:CLASS,#WW020153100 WHAT YOU SHOULD KN...PBWW
			TXN00085363	613.67		SHORT HAUL LINE - 75' FOR FLIGHT OPS
			TXN00085364	15.00		M.ADAM:CLASS,#WW020153020 UNDER PRESSUR:HYDR...PBWW
			TXN00085365	111.03		HARDWARE,FENCE PICKET, GUTTER REPAIR-FACILITIES
			TXN00085365	8.82		PAINT BRUSH - FACILITIES
			TXN00085366	15.00		M.ADAM:CLASS,#WW020153010 WASTE NOT,WATT NOT...PBWW
			TXN00085368	20.51		CLAMP & TUBING - REPAIRS AT INMATE FAC-FACILITIES
			TXN00085369	15.00		M.ADAM:CLASS,#WW020153050 LESSONS LEARNED FR...PBWW
			TXN00085370	266.20		HARDY TRIM-FACILITY REPAIRS
				51,176.86		
08/27/2018	170158	FLAGLER HUMANE SOCIETY INC	264	2,745.00		ANIMAL SHELTERING SRVCS & WILD MAMMAL FEE-JULY 2018
			265	3,050.00		SPAY/NEUTER REBATE PRGRM JULY 2018
				5,795.00		
08/27/2018	170159	FLORIDA AGRICULTURAL MUSEUM INC	PELLICER CRK 18	1,250.00		REIMB:PELLICER CREEK RAID CIVIL WAR REINACTMNT-2018
				1,250.00		
08/27/2018	170160	FLORIDA BLUE	1800674	8.36		AMBULANCE REFUND 01/16/18 1800674 D.CHRZANOWSKI
			1800950	312.66		AMBULANCE REFUND 01/22/18 1800950 RICHARD MINOR
			1805418	465.70		AMBULANCE REFUND 05/01/18 1805418 MERRIE GELLES
				786.72		
08/27/2018	170161	FLORIDA CANCER SPECIALISTS, PL	MMS094483	73.30		SS INDIGENT HEALTH
				73.30		
08/27/2018	170162	FLORIDA JANITOR & PAPER SUPPLY INC	308160	88.16		DISH DETERG,CLNR PO NUM 025082
			308160	302.60		ROLL TOWELS PO NUM 025082
				390.76		
08/27/2018	170163	FLORIDA ORAL & FACIAL SURGICAL ASSC	85368	94.50		SS INDIGENT HEALTH
			85419	181.50		SS INDIGENT HEALTH
			85419-1	546.75		SS INDIGENT HEALTH



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				822.75		
08/27/2018	170164	FLORIDA POWER & LIGHT COMPANY	1084966405 0718	15.94		106 E MOODY BLVD O/L 07/06/18-08/07/18
			4444601472 0718	407.62		COMMUNITY SERVICES 07/12/18-08/13/18
			6003805998 0618	(0.02)		FCRA SOFTBALL CONCESSION 06/04/18-07/03/18-OVRPYMT
			6479559269 0718	353.93		106 E.MOODY-LAW LIBRARY 07/06/18-08/07/18
			6844744372 0718	310.94		718 J.ANDRSN 800MHZ,TOWER 07/12/18-08/13/18
			7287730472 0718	471.42		SIEGEL CTR-ADC 07/12/18-08/13/18
				1,559.83		
08/27/2018	170165	FLORIDA POWER & LIGHT COMPANY-ASSIS	03651-48212	168.78		UTILITY ASSISTANCE
			35677-85435-1	202.80		UTILITY ASSISTANCE
			36510-58293	163.89		UTILITY ASSISTANCE
			61846-70021-1	154.20		UTILITY ASSISTANCE
			76251-70530-2	112.51		UTILITY ASSISTANCE
				802.18		
08/27/2018	170166	GA FOOD SERVICES OF PINELLAS COUNTY	SI000344684	679.96		SNR SVC MEAL PRGRM ADULT DAY CARE,8/08/18-8/21/18
			SI000344684	4,077.04		SNR SVC MEAL PRGRM WCKLNE SNR CNTR,8/08/18-8/21/18
				4,757.00		
08/27/2018	170167	W.W. GRAINGER INC.	9866451348	665.00		NITRILE DISP.GLOVES PO NUM 025503
				665.00		
08/27/2018	170168	CHARLES GREBE	07/13/18	148.72		MEALS&MILES REIM:7/13-14 BUS.SKILLS&NEC UPDATES
				148.72		
08/27/2018	170169	HAWKINS INC.	4344727	361.76		CHEMICALS FOR PLANT.BAY W
			4344728	376.04		CHEMICALS FOR PLNT.BAY WW
				737.80		
08/27/2018	170170	IBS OF GREATER JACKSONVILLE	40020070	667.17		MTP-65,MTP-78DT BATTERIES PO NUM 025083
				667.17		
08/27/2018	170171	J&J AUTO BODY	9991	998.40		VEH RPR-FCSO 5501
				998.40		

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08/27/2018	170172	JEANETTE STEVENS	AFLAC REFUND-1	10.50		REFUND BACK TO TERM EMPL. ONE WEEK-AFLAC
				10.50		
08/27/2018	170173	JMI STAFFING SOLUTIONS, INC	13537	3,019.20		SR SPEC PROJ COORDINATOR STAFFING W/E 8/12/18
				3,019.20		
08/27/2018	170174	JOYTEL WIRELESS COMMUNICATIONS, INC	INV-1764-20359	1,000.00		INTERNET CNNCTN FROM JAX. COURT ADMIN,8/8/18-9/8/18
			INV-1764-20359	500.00		INTERNET CNNCTN FROM JAX. PUB.DEFNDR,8/8/18-9/8/18
			INV-1764-20359	500.00		INTERNET CNNCTN FROM JAX. ST ATTY,8/8/18-9/8/18
				2,000.00		
08/27/2018	170175	MANSFIELD OIL COMPANY	109536	20,503.51		87 UNL W/10%ETH-8414 GAL. PO NUM 025075
			111076	19,440.81		ULSD CLEAR-7427 GALLONS PO NUM 025075
			116902	20,526.76		87 UNL W/10%ETH-8408 GAL. PO NUM 025075
				60,471.08		
08/27/2018	170176	MAUDLIN INTERNATIONAL TRUCKS	05P1265	359.28		DISPOSABLE TOWELS PO NUM 025944
				359.28		
08/27/2018	170177	MCCORMICK, RYAN	SEC DEP REF R.M	300.00		SECURITY DEPOSIT REFUND T-HANGAR #1-R.MCCORMICK
				300.00		
08/27/2018	170178	MEDI-QUICK URGENT CARE CENTERS INC	C880007G	108.24		SS INDIGENT HEALTH
				108.24		
08/27/2018	170179	MERISSA HENRY	DIFF IN PREMIUM	420.00		WENT FROM EE&SPOUSE TO EE ONLY FROM 07/01/2018
				420.00		
08/27/2018	170180	MIDWEST MEDICAL SUPPLY COMPANY LLC	14814432	103.34		EXAM GLOVES PO NUM 025945
				103.34		
08/27/2018	170181	MILITANO, TONY	SEC DEP REF T.M	300.00		SECURITY DEPOSIT REFUND T-HANGAR #13-T.MILITANO
				300.00		
08/27/2018	170182	MIRAGE HH PARTNERS, LLC	429	1,800.00		ROAD/HWY SHELL FOR HUNTRS RIDGE LAND MGMT,7/31&8/01
				1,800.00		
08/27/2018	170183	NEUROLOGY ASSOCIATES OF ORMOND BCH	181639	142.94		SS INDIGENT HEALTH

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08/27/2018	170183	NEUROLOGY ASSOCIATES OF ORMOND BCH	181641	414.93		SS INDIGENT HEALTH
				557.87		
08/27/2018	170184	P&A ADMINISTRATIVE SERVICES, INC	F79410387161	1,760.00		FSA ADMIN FEES-SEP 2018
				1,760.00		
08/27/2018	170185	PALM LANDING DENTAL LLC	06/16/18 B.H.	101.70		SS INDIGENT DENTAL
			07/10/18 S.H.	161.10		SS INDIGENT DENTAL
			08/02/18 J.S.	180.00		SS INDIGENT DENTAL
				442.80		
08/27/2018	170186	PFM ASSET MANAGEMENT LLC	AUM-100072	2,614.48		INVESTMENT ADVISORY SRVC FEES - JUNE 2018
				2,614.48		
08/27/2018	170187	PHYSICIANS AMBULATORY SURGERY CENTR	176214-1	763.06		SS INDIGENT HEALTH
				763.06		
08/27/2018	170188	PLANTATION SECURITY INC.	200 JUL 18	863.66		SECURITY SRVCS-JULY 2018 HAW CREEK LAND MGMT
			200 JUL 18	848.53		SECURITY SRVCS-JULY 2018 HUNTERS RIDGE LAND MGMT
				1,712.19		
08/27/2018	170189	AZALEA HEALTH	080218JS	152.84		SS INDIGENT HEALTH
				152.84		
08/27/2018	170190	SECURE WASTE DISPOSAL, INC.	122137	19.99		MED WASTE PICKUP&DISPOSAL @EMP HLTH CNTR,7/31/18
				19.99		
08/27/2018	170191	TECO PEOPLES GAS	012619618 07/18	411.16		1002 JUSTICE LA-INMATE FC 06/30/18-07/30/18
				411.16		
08/27/2018	170192	THE FLORIDA UROLOGY CENTER, P.A.	A75900C8B	117.40		SS INDIGENT HEALTH
			A76955C4W	194.66		SS INDIGENT HEALTH
				312.06		
08/27/2018	170193	THE WARE GROUP, LLC.	S7173777.001	32.40		3/8 COPPER COIL TUBING PO NUM 025946
			S7173777.002	110.05		7/8 COPPER COIL TUBING PO NUM 025946
				142.45		

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08/27/2018	170194	TOMOKA EYE ASSOCIATES	345026	205.90		SS INDIGENT HEALTH
				205.90		
08/27/2018	170195	STEVEN JAMES TORNELLI	ACG3024,BUL3130	819.48		TUITION REIM:ACG3024-ACCT &BUL3130-LGL,ETHICL,SOCIA
				819.48		
08/27/2018	170196	SHARON TREEN	08/13/18	83.49		MILE REIMB:8/13-GAINSVLLE INTRVIEWS@UF FOR 4-H AGNT
				83.49		
08/27/2018	170197	UNITED HEALTHCARE	1703523	321.39		AMBULANCE REFUND 03/20/17 1703523 JAMES PHILLIPS
			1802772	407.32		AMBULANCE REFUND 03/03/18 1802772 HENRY HIRSCHMANN
				728.71		
08/27/2018	170198	UNITED HEALTHCARE OF FLORIDA,INC	113188043 L.S.	874.20		U.H.-DUPL.PYMNT REC'D FOR 9/2017 SRVC-L.SINGH
				874.20		
08/27/2018	170199	VOLUSIA TURTLE PATROL INC.	3	4,350.00		SEA TURTLE MONITORNG,NEST RELOCS,7/1-30,N.DUNE REST
				4,350.00		
08/27/2018	170200	WARD MEDICAL SERVICES, INC	17775-2	48.50		SS INDIGENT HEALTH
				48.50		
08/27/2018	170201	WEST GROUP	838645891	713.02		INFORMATION CHRGS-JULY 18 LAW LIBRARY
				713.02		
08/27/2018	170202	FLAGLER CO CLERK OF CIRCUIT COURT &	CK18-143	33,915.27		8/24 RECORDING CKS RDS IN BCC POOLD,S/B CLERK POOLD
				33,915.27		
08/28/2018	170203	FLAGLER CO SHERIFF OFFICE	SEP 18 BUDGET	74,132.25		BUDGET DUE - SEPT 2018 BAILIFF
			SEP 18 BUDGET	145,181.00		BUDGET DUE - SEPT 2018 DISPATCH
			SEP 18 BUDGET	463,576.13		BUDGET DUE - SEPT 2018 JAIL
			SEP 18 BUDGET	1,249,889.50		BUDGET DUE - SEPT 2018 LAW
				1,932,778.88		
08/27/2018	313850	ATS LAND SURVEYING, LLC.	2427	4,880.00		PROF SVCS:BOUNDRY,TOPOGRP &TREE SURVEYS-BINGS LNDNG
				4,880.00		
08/27/2018	313851	FLAGLER CO BCC POOLED CASH PCARD	TXN00084918	599.00		COMMERCIAL INSPCTN SRVC FOR 14 PALM HBR VLLG WAY

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08/27/2018	313851	FLAGLER CO BCC POOLED CASH PCARD	TXN00085053	253.87		CEILING TIE DOWN CLIPS FOR AC UNIT@EOC LIEBERT
			TXN00085248	(31.50)	G	CR RF TXN00084517,PARTIAL REFUND ON SHPPNG CHRG
				821.37		
08/27/2018	313852	MASCI GENERAL CONTRACTOR INC	AP#1 MALACOMPRA	229,187.10		PROF SVCS:N.MALCMPRA BASN DRAIN IMPRV-PHI,6/27-7/25
				229,187.10		
08/27/2018	313853	PFM ASSET MANAGEMENT LLC	AUM-100072	460.62		INVESTMENT ADVISORY SRVC FEES - JUNE 2018
				460.62		
08/28/2018	313854	FLAGLER CO SHERIFF OFFICE	SEP 18 BUDGET	83,333.37		BUDGET DUE - SEPT 2018 JAIL
				83,333.37		
08/27/2018	322081	PFM ASSET MANAGEMENT LLC	AUM-100072	126.07		INVESTMENT ADVISORY SRVC FEES - JUNE 2018
				126.07		
08/27/2018	333180	FLAGLER CO BCC POOLED CASH PCARD	TXN00084856	36.96		VERIZN WIRELESS,7/2-8/01 SHIP
			TXN00085074	150.00		GROUNDLED SOLUTIONS NETWRK MBRSHIP-R.REODICA 6/30/19
			TXN00085101	200.00		FL HOUSING COALITION MBR- SHIP-R.REODICA TO 7/2019
			TXN00085246	30.70		SHPNG CHRG:SHIP-DEO,TALL. 8/08/18,MAIL GRANT APP
				417.66		
08/27/2018	333181	MID-FLORIDA HOUSING PARTNERSHIP INC	JULY302018A	1,250.00		SHIP HOMEBUYER ED&COUNSLG JULY 2018
				1,250.00		
08/28/2018	333182	TRULY YOURS TITLE, LLC	APP# 657	30,000.00		SHIP DOWNPYMNT ASSISTANCE L.SOARD,33 KINGS COLONY C
				30,000.00		
08/22/2018	9180613	EXPRESS TAX - TTL WIRE	WTO18-618	76,078.53		TTL WIRE WEEK OF 8/24/18
				76,078.53		
08/22/2018	9180614	P&A ADMINISTRATIVE SERVICES, INC	WTO18-619	272.97		P & A FLEXIBLE SPENDING 8/22/18
				272.97		
08/23/2018	9180615	OPTUMRX PBM OF ILLINOIS, INC	WTO18-620	61,591.33		OPTUM RX ACH CLAIMS 8/01/18-8/15/18
				61,591.33		
08/23/2018	9180616	P&A ADMINISTRATIVE SERVICES, INC	WTO18-621	527.00		P & A FLEXIBLE SPENDING 8/23/18

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/24/2018**

Date: 08/29/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				527.00		
08/24/2018	9180618	NATIONWIDE RETIREMENT SOLUTIONS INC	WTO18-623	5,583.61		NATIONWIDE RET WIRE WEEK OF 8/24/18
				5,583.61		
08/24/2018	9180619	EXPERT PAY - CHILD SUPPORT WIRE	WTO18-624	1,403.53		CHILD SUPPORT WIRE TO FLSDU WK OF 8/24/18
				1,403.53		
08/24/2018	9180620	P&A ADMINISTRATIVE SERVICES, INC	WTO18-625	839.92		P & A FLEXIBLE SPENDING 08/24/2018
				839.92		
08/27/2018	9180621	P&A ADMINISTRATIVE SERVICES, INC	WTO18-626	292.08		P & A FLEXIBLE SPENDING 08/27/2018
				292.08		
08/28/2018	9180622	BLUE CROSS BLUE SHIELD-CLAIMS	WTO18-627	410,670.39		JULY 18 MONTHLY HEALTH INSURANCE CLAIMS
				410,670.39		
08/28/2018	9180623	P&A ADMINISTRATIVE SERVICES, INC	WTO18-628	149.25		P & A FLEXIBLE SPENDING 08/28/2018
				149.25		
			Total	3,353,134.69		

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

**Item 6a(2)**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
08/29/2018	170204	FLAGLER COUNTY COCC (P/R)	20180831	24.00		PAYROLL SUMMARY
				24.00		
08/29/2018	170205	UNITED WAY OF VOLUSIA-FLAGLER, INC	20180831	5.00		PAYROLL SUMMARY
				5.00		
09/04/2018	170206	ADVANCED UROLOGY INSTITUTE, LLC	081573624434-1	82.91		SO INDIGENT INMATE HEALTH
				82.91		
09/04/2018	170207	AERO PARADISE INC	10670	3,562.30		ANNUAL FLTR CHNGE/METER CALIBRATION-FUEL FARM
				3,562.30		
09/04/2018	170208	AG-PRO, LLC.	E06701	16,300.00		BUSH HOG MOWER FOR THE AIRPORT
				16,300.00		
09/04/2018	170209	AMERICAN HEALTH ASSOCIATES, INC	25406442	17.42		SS INDIGENT HEALTH
				17.42		
09/04/2018	170210	AMERICAN JANITORIAL, INC.	13954	23,144.09		JANITORIAL CLNG SVC-AUG18 FACILITIES
			13954	7,786.80		JANITORIAL CLNG SVC-AUG18 GSB
			13954	108.00		JANITORIAL CLNG SVC-AUG18 LANDFILL OFFICE TRLR
			13954	10,802.75		JANITORIAL CLNG SVC-AUG18 PARKS DEPT
			13954	177.34		JANITORIAL CLNG SVC-AUG18 TDO
				42,018.98		
09/04/2018	170211	ANRITSU COMPANY	657042	540.00		500 KHZ RADIO TEST DEVICE (5)YR EXT.SRVC
			657042	620.00		500 KHZ RADIO TEST DEVICE TRANSIT CASE
			657042	19,826.70		500 KHZ RADIO TEST DEVICE W/COMPONENTS&EQUIP.
				20,986.70		
09/04/2018	170212	ARTHRITIS AUTOIMMUNE & ALLERGY	000100014200	73.30		SS INDIGENT HEALTH
			000100014564	62.07		SS INDIGENT HEALTH
				135.37		
09/04/2018	170213	AT&T	4555413400	14.24		WEB SECURITY SRVCS 8/05/18-9/04/18,ST.ATTY
				14.24		

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
09/04/2018	170214	ATS LAND SURVEYING, LLC.	2396-REV1	637.42	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK BCH
			2396-REV1	564.11	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK DUNE
			2396-REV1	590.95	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-OCEAN HMCK
			2396-REV1	59.80		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-16TH RD PK
			2396-REV1	521.52		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK BCH
			2396-REV1	360.66		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK DUNE
			2396-REV1	377.82		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-OCEAN HMCK
			2396-REV1	278.48		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-VARN PARK
			2408	419.09	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK BCH
			2408	3,529.45	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK DUNE
			2408	1,596.97	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-OCEAN HMCK
			2408	803.86	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-P.HILL 1
			2408	1,986.76	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-P.HILL 2
			2408	12.98		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-16TH RD PK
			2408	342.90		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK BCH
			2408	2,256.54		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK DUNE
			2408	1,021.02		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-OCEAN HMCK
			2429	2,590.27	G	PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK DUNE
			2429	1,656.07		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-HMMCK DUNE
			2429	221.84		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-JUNGLE HUT
2429	35.82		PROF SVCS:DRP CONSTRUCTN LAYOUT&RECOVERY-VARN PARK			
				<b>19,864.33</b>		
09/04/2018	170215	AUTO PLUS AUTO PARTS	065008630	163.62		DIESEL ADDITIVE PO NUM 025059
			065008630	1,453.25		FILTERS,WIPERS,BRK PADS PO NUM 025059
				<b>1,616.87</b>		
09/04/2018	170216	BAKER & TAYLOR, INC	5015116422	407.20		(47)BOOKS FOR THE LIBRARY
			5015118439	155.99		(3)BOOKS FOR THE LIBRARY



**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

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09/04/2018	170216	BAKER & TAYLOR, INC	5015118537	887.23		(22)BOOKS FOR THE LIBRARY
			5015120928	36.73		(3)BOOKS FOR THE LIBRARY
			5015120929	379.20		(28)BOOKS FOR THE LIBRARY
			5015120930	20.42		(1)BOOK FOR THE LIBRARY
			5015120931	12.46		(1)BOOK FOR THE LIBRARY
			5015121799	66.50		(1)BOOK FOR THE LIBRARY
			5015123862	84.00		(1)BOOK FOR THE LIBRARY
			5015125799	187.99		(3)BOOKS FOR THE LIBRARY
			5015126651	105.38		(6)BOOKS FOR THE LIBRARY
			5015126652	328.85		(9)BOOKS FOR THE LIBRARY
			5015126818	29.06		(1)BOOK FOR THE BUNNELL LIBRARY
			5015128068	21.71		(1)BOOK FOR THE LIBRARY
			Q30616270	182.08		(10)DVDS FOR THE BUNNELL LIBRARY
			Q30703150	112.44		(6)DVDS FOR THE LIBRARY
			Q30755620	88.38		(5)DVDS FOR THE LIBRARY
Q30957980	131.11		(7)DVDS FOR THE LIBRARY			
				<b>3,236.73</b>		
09/04/2018	170217	BARNHILL, THEODORE	1115-803	61.68		UTIL CREDIT BAL REFUND ACCT#1115-803
				<b>61.68</b>		
09/04/2018	170218	BEBOUT, TIMOTHY	21575-26715	144.01		UTIL CREDIT BAL REFUND ACCT#21575-26715
				<b>144.01</b>		
09/04/2018	170219	BOULEVARD TIRE CENTER	27-70212	2,227.60		(4)IND LOADER L2/G2 TIRES -PUBLIC WORKS
			27-71024	854.98		(1)16.9-38 ALLIANCE TIRE -PUBLIC WORKS
			27-72633	1,578.68		17.5R 25 MICHELIN TIRE -PUBLIC WORKS
			27-72855	3,133.07		BSTONE VJT D2A L3 TIRE -PUBLIC WORKS
				<b>7,794.33</b>		
09/04/2018	170220	CALLIE FRANZE	107114	100.00		PARKS DEPOSIT RFND-107114 HAMMOCK COMMUNITY CENTER

**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
				100.00		
09/04/2018	170221	CAMMI COMINO	106945	100.00		PARKS DEPOSIT RFND-106945 HAW CREEK COMM CENTER
				100.00		
09/04/2018	170222	CDW GOVERNMENT LLC	NHT4267	1,554.00		(2)IPADS - BUILDING
			NHT4267	188.00		BROTHER ROLL PAPR THERMAL BUILDING
			NHT4267	766.00		MOBILE PRINTER & ADAPTER BUILDING
			NHT4267	346.00		PHONE CASE,VEHICLE MOUNT, CABLE FOR IPAD - BUILDING
			NHT4267	327.00		SONICWALL USER LICENSE BUILDING
			NPV8460	(730.00)		CR REF INV#NHT4267-MOBILE PRINTER - BUILDING
			NRZ4395	127.14		MODEM ADAPTER AND DEVICE SERVER - E-911
				2,578.14		
09/04/2018	170223	CENGAGE LEARNING INC.	64159962	160.76		(7)BOOKS FOR THE LIBRARY
			64199395	133.55		(5)BOOKS FOR THE LIBRARY
			64209078	26.39		(1)BOOK FOR THE LIBRARY
			64223284	68.80		(3)BOOKS FOR THE LIBRARY
				389.50		
09/04/2018	170224	CINTAS CORPORATION	149435971	7.70		UNIFORM RNTL W/E 08/15/18 SOLID WATE
			149436494	34.07		SHOP TWL,FNDR CVR RNTL W/E 08/17/18 - FLEET
			149436498	4.32		UNIFORM RNTL W/E 08/17/18 PURCHASING
				46.09		
09/04/2018	170225	CINTAS FIRE	OF61126119	1,394.75		FIRE BACKFLOW RPR@INMATE FACILITY
				1,394.75		
09/04/2018	170226	CITY OF FLAGLER BEACH	2018-08-13	2,697.59		USLA SE REGIONAL EVENT PERSONNEL 07/25,26,28-TDO
				2,697.59		
09/04/2018	170227	CITY OF FLAGLER BEACH	05847-1	141.70		UTILITY ASSISTANCE
				141.70		
09/04/2018	170228	CITY OF PALM COAST -UTILITY DEPT	19958 0618	76.72		BINGS WATCHMAN RESIDENCE 06/12/18-07/11/18
				76.72		

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
09/04/2018	170229	CITY OF PORT ORANGE	11076	240.00		FIREFIGHTR TRNG,7/23-7/27 CASTANEDA,VANDUSEN&THOMAS
				240.00		
09/04/2018	170230	CLARION GROUP INC	AUG 2018 M.B.	860.00		AUG 18 RENTAL ASSISTANCE
				860.00		
09/04/2018	170231	COASTAL ELEVATOR SERVICE CORP	TCEO5137918	175.00		ELEVATOR MNTNCE-SEP 2018 AIRPORT CORP CENTER
			TCEO5137918	233.00		ELEVATOR MNTNCE-SEP 2018 ATCT
				408.00		
09/04/2018	170232	CONFIDENT CARE OF FLORIDA CORP	2018-07 3B	1,581.44		HMK 887.84,PC 693.60 7/01-7/31/18
			2018-07 3E	1,102.64		RESP 7/01-7/31/18
			2018-07 ADI	3,867.84		RESP 7/01-7/31/18
			2018-07 CCE	3,117.12		HMK 848.64,PC 1746.24 & 522.24, 7/01-7/31/18
				9,669.04		
09/04/2018	170233	CONTINENTAL AUTO/TRUCK SERVICE CNTR	57543	1,140.91		REPAIR E-16,UNIT#8518 FIRE/RESCUE
				1,140.91		
09/04/2018	170234	DAPHNE RICHTER	3004856	10.85		LOST LIBRARY BOOK FEE REFUND
				10.85		
09/04/2018	170235	EAST COAST PATHOLOGY OF FLORIDA, PA	57187962.1	10.50		SO INDIGENT INMATE HEALTH
			57190616.1	50.77		SO INDIGENT INMATE HEALTH
			57190616.1-1	46.50		SO INDIGENT INMATE HEALTH
			57193906.1	16.00		SO INDIGENT INMATE HEALTH
			57193906.1-1	53.27		SO INDIGENT INMATE HEALTH
			57202065.1	10.00		SO INDIGENT INMATE HEALTH
			57202065.1-1	12.00		SO INDIGENT INMATE HEALTH
			57204314.1	10.44		SO INDIGENT INMATE HEALTH
			57208230.1	107.27		SO INDIGENT INMATE HEALTH
			57208230.1-1	82.52		SO INDIGENT INMATE HEALTH
			57208230.1-2	110.34		SO INDIGENT INMATE HEALTH

**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
09/04/2018	170235	EAST COAST PATHOLOGY OF FLORIDA, PA	57208230.1-3	69.65		SO INDIGENT INMATE HEALTH
			57208230.1-4	38.80		SO INDIGENT INMATE HEALTH
			57269567.1	65.88		SO INDIGENT INMATE HEALTH
			57269567.1-1	9.59		SO INDIGENT INMATE HEALTH
			57271961.1	37.35		SO INDIGENT INMATE HEALTH
			57273630.1	46.59		SO INDIGENT INMATE HEALTH
				<b>777.47</b>		
09/04/2018	170236	EAST FLAGLER MOSQUITO CONTROL	101170	2,312.00		MOSQUITO CONTROL SRVCS DAYTONA NORTH-8/15/18
				<b>2,312.00</b>		
09/04/2018	170237	EASTERN AVIATION FUELS INC	3001223	21,583.41		JET FUEL W/ADDTV,7909 GAL AIRPORT
			3003665	29,819.34		AVGAS 100LL,8356 GALL. AIRPORT
			R2993845	1,100.00		JET FUEL&AVGAS TRUCK RNTL AUGUST 2018-AIRPORT
				<b>52,502.75</b>		
09/04/2018	170238	EDMUN RYAN	107099	100.00		PARKS DEPOSIT RFND-107099 HAMMOCK COMMUNITY CENTER
				<b>100.00</b>		
09/04/2018	170239	EMERGENCY MEDICINE PROFESSIONALS,PA	111X119433XP-2	178.90		SO INDIGENT INMATE HEALTH
			111X119433XP-3	178.90		SO INDIGENT INMATE HEALTH
			111X126690XP-1	64.04		SO INDIGENT INMATE HEALTH
			111X128654XP	121.57		SO INDIGENT INMATE HEALTH
			111X1292816XP	179.12		SO INDIGENT INMATE HEALTH
			111X1969696XP	42.79		SO INDIGENT INMATE HEALTH
			111X2555505XP-1	64.04		SO INDIGENT INMATE HEALTH
			111X4674916XP-2	63.80		SO INDIGENT INMATE HEALTH
			111X4674916XP-3	229.28		SO INDIGENT INMATE HEALTH
			111X4674916XP-4	175.85		SO INDIGENT INMATE HEALTH
			111X4674916XP-5	121.10		SO INDIGENT INMATE HEALTH
			111X5242140XP-3	178.90		SO INDIGENT INMATE HEALTH

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
09/04/2018	170239	EMERGENCY MEDICINE PROFESSIONALS,PA	111X5242140XP-4	229.28		SO INDIGENT INMATE HEALTH
			111X5242140XP-5	241.94		SO INDIGENT INMATE HEALTH
			111X5242140XP-6	178.90		SO INDIGENT INMATE HEALTH
			111X5242140XP-7	178.90		SO INDIGENT INMATE HEALTH
			111X5365933XP	64.04		SO INDIGENT INMATE HEALTH
			111X6614922XP	179.12		SO INDIGENT INMATE HEALTH
			111X7229351XP	64.04		SO INDIGENT INMATE HEALTH
			111X8036023XP	121.57		SO INDIGENT INMATE HEALTH
			111X8065793XP	237.16		SO INDIGENT INMATE HEALTH
				3,093.24		
09/04/2018	170240	ENVIRONMENTAL LAND SERVICES OF	87156	81.60		C&D FACILITIES 8/14/2018 TICKET# 108805
				81.60		
09/04/2018	170241	EXPEDIA, INC.	4261636	5,123.55		US ADVERTISING&HOTELS.COM ADS FOR TDO,7/1-7/31/18
				5,123.55		
09/04/2018	170242	FEDERAL EXPRESS CORPORATION	6-277-35366	5.69	G	SHPPG CHRGS:EMPA-FL DIV EMS,TALLAHASSEE,8/09/18
			6-277-35366	6.91		SHPPG CHRGS:PURCHASING - HOYLE-TANNER,OVEIDO,8/01
				12.60		
09/04/2018	170243	FLAGLER CDS, INC.	154078	80.00		LAND CLEARING:GRAND SWAMP AND BINGS LANDING-8/6/18
				80.00		
09/04/2018	170244	FLAGLER CHD DENTAL FIXED	01180008253-1	104.05		SO INDIGENT INMATE HEALTH
			01180027765	81.16		SO INDIGENT INMATE HEALTH
			01180088251	81.16		SO INDIGENT INMATE HEALTH
				266.37		
09/04/2018	170245	FLAGLER COUNTY AIRPORT	3216	3,064.00		TDO OFFICE SPACE RNTL & COMMON AREA MTCE-SEP 2018
				3,064.00		
09/04/2018	170246	FLAGLER CO BCC BOND-POOLED	CK18-144	160,479.54		8/27 WIRE DEPST-INTO BOCC POOLD-7/18 1/2 CENT S.TAX
				160,479.54		

**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
09/04/2018	170247	FLAGLER CO BCC CPF POOLED FUNDS	CK18-141	210,101.46		8/27 WIRE DEPST-INTO BOCC POOLD-7/18 DISCRTNRY S.TX
				210,101.46		
09/04/2018	170248	FLAGLER CO BCC GENERAL FUND	07.18.30	756.38		FUEL CHARGES-JULY 2018 PLANTATION BAY WASTE WATR
			07.18.30	756.39		FUEL CHARGES-JULY 2018 PLANTATION BAY WATER
			07.18.40	205.20		FUEL CHARGES-JULY 2018 BEVERLY BEACH WASTE WATER
			07.18.40	205.21		FUEL CHARGES-JULY 2018 BEVERLY BEACH WATER
			07.18.44	488.54		FLEET CHARGES-JULY 2018 PLANTATION BAY WASTE WATR
			07.18.44	488.54		FLEET CHARGES-JULY 2018 PLANTATION BAY WATER
			07.18.45	43.41		FLEET CHARGES-JULY 2018 BEVERLY BEACH WASTE WATER
			07.18.45	43.41		FLEET CHARGES-JULY 2018 BEVERLY BEACH WATER
				2,987.08		
09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00078499	2,000.00	G	FDEP PERMIT FOR PLANT.BAY WTP
			TXN00079957	43.36		COP PAPR,MAGNIFIER,NOTES, FOR THE AIRPORT
			TXN00079957	245.09		OFFICE CHAIR FOR THE AIRPORT
			TXN00079957	2.10		PILOT LOUNGE SUPPLIES- PLASTIC FORKS
			TXN00081270	(245.09)		CR REF TXN00079957,RETURN OFFICE CHAIR
			TXN00083832	110.00		CABLES FOR THE LIBRARY PHONE CHARGING STATION
			TXN00084119	55.99		DRY ERASE BOARDS FOR TRANSPORTATION DEPT
			TXN00084236	78.00		SADDLE SLICKERS FOR TRANSP.
			TXN00084280	1,404.60		A.LUKASIK,HTL LDGNG,INTNL CONF,CALIFORNIA,7/9-7/12
			TXN00084639	181.78		CLASSIFICATION FOLDERS -PLANNING
			TXN00084705	48.78		BOOKENDS FOR PLANNING
			TXN00084705	22.27		FLASH DRIVE FOR CODE ENF
			TXN00084713	41.38		DRAIN CLEANER - FACIL.
			TXN00084746	14.98		(500)BUSINESS CARDS FOR WINNIE COSTELLO,SOC.SVCS
			TXN00084809	111.96		SHPPNG LABELS FOR BLDG
			TXN00084828	194.02		VERIZN WIRELESS,7/02-8/01 ADMINISTRATION

**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
09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00084859	223.00		SALTWTR CROCS-LUNCH,7/25, (25)USLA STAFF&VOLUNTEERS
			TXN00084865	119.18		SHINGLES-FACIL.RPRS
			TXN00084942	260.00	G	L.NELSON,EMPA,HOTEL LDGNG FEPA CONF,ST.PETR SBG,7/25
			TXN00084968	36.40		EQUIPMENT RPR-FACIL 8698
			TXN00085046	72.00		SPRINT,6/09-7/08/18 TRANSPORTATION
			TXN00085046	818.96		SPRINT,6/09-7/08/18 TRANSPORTATION AVL
			TXN00085046	36.00		SPRINT,6/09-7/08/18 UTILITIES
			TXN00085046	(1.50)		SPRINT,6/09-7/08/18,DATA ACCESS CREDIT-UTILITIES
			TXN00085049	76.01		TOE CHAIN - TRUCK 9342 PARKS
			TXN00085090	159.40		EQUIPMENT REPAIR - PARKS MULE #1069
			TXN00085102	160.00		PUBLIC CONTRACT SUBSCRPTN ACCESS-JUN&JUL 18-FACIL.
			TXN00085102	160.00		PUBLIC CONTRACT SUBSCRPTN ACCESS-JUN&JUL 18-PRCHSNG
			TXN00085113	35.75		EQUIPMENT REPAIR - PARKS
			TXN00085138	(244.69)		ORIG TXN84084-EQUIPMENT REPAIR - PARKS
			TXN00085141	255.00		SIGNS FOR DEMO GARDEN-AG EXT.
			TXN00085150	21.55		EQUIPMENT REPAIR - PARKS #8543
			TXN00085162	(152.11)		CR REF TXN00084504&84543, RETURN OFFICE SPPLS-G.A.L
			TXN00085167	39.95		2019 CALENDARS FOR AG EXT.
			TXN00085167	7.43		ENVELOPE MOISTENER, GLUE STICKS, GLUE-AG EXT.
			TXN00085167	3.34		STAPLE REMOVERS FOR AG EXT.
			TXN00085172	99.01		T.MARTIN-LODGNG-SUBSTANCE ABUSE MGT TRNG, TAMPA, 9/17
			TXN00085177	212.30		T.MARTIN-LODGNG-SUBSTANCE ABUSE MGT TRNG, TAMPA, 9/17
			TXN00085217	25.22		FLASH DRIVE FOR IT DEPT
			TXN00085235	205.00		R.RITZI,FCCD CONF REGIS, BOCA RATON, 8/27-8/30/18
			TXN00085251	4.62		LIQUID NAILS FOR LAND MGMT
			TXN00085251	23.23		SAWHORSE FOR LAND MGMT
			TXN00085254	138.45		SINK REPAIR - STATION 92

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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085256	300.00	G	L.NELSON,NTL DISASTER RES -ILIENCE CONF REGIS,11/07
			TXN00085257	68.06		ELBOW,PIPE,HX ASSY,PLUG FOR SIEGEL CNTR RPRS
			TXN00085258	91.72		ADHESIVE,WALL BASE FOR HLTH DEP UN#4 BASEBRD RPR
			TXN00085259	50.09		FAUCET,CPLS,NZZLS,VLV BLL HOSE FOR TRUCK 982
			TXN00085259	26.99		PAINT FOR BB WW- SURFSIDE
			TXN00085259	8.09		PAINT FOR BEV BEACH WATER
			TXN00085260	45.73		PIPE- FACILITY REPAIRS
			TXN00085262	9.18		MOLD REMOVER - BULL CREEK RESTROOM
			TXN00085263	714.00		FERTILIZER - PARKS
			TXN00085264	11.70		WIPES FOR TDO
			TXN00085266	30.59		CABINET RPR-HEALTH DEPT # 206
			TXN00085267	120.00		SCBA AIR CYLINDER HYDRO TESTNG & INSPCTN-FIRE/RES
			TXN00085269	200.66		COIL FOR RPRS@PLANTATION BAY WASTE WATER PLANT
			TXN00085270	51.75		FINGERPRINTING SRVCS FOR DARLENE KINARD,LIBRY ASST
			TXN00085271	38.99		CHAIR MAT FOR FINANCIAL SRVCS DIRECTOR
			TXN00085271	19.43		COPY PAPER,BATTERIES FOR ECON.DEVELOPMENT
			TXN00085271	19.44		COPY PAPER,BATTERIES FOR FINANCIAL SRVCS
			TXN00085271	19.43		COPY PAPER,BATTERIES FOR PURCHASING DEPT
			TXN00085272	16.19		NYLON ROPE FOR FAC.FLAG POLE
			TXN00085275	81.18		VEHICLE RPR - FCSO 5078
			TXN00085276	67.55		VEHICLE RPR - FCSO 4776
			TXN00085277	33.00		M.DUNN,PARKING CHR@DAY. BEACH APT,NASC CONF,8/08
			TXN00085278	95.00		D.PARDINY,SHRUG GIS WKSHP REGIS,TALLHSSEE,11/6-11/8
			TXN00085279	50.87		LUNCH W/PROJ FARMS,8/8/18 ECON.DEVELOPMENT
			TXN00085281	27.21		VEH.REPAIR - PARKS#308
			TXN00085283	30.98		FRAME KITS FOR TDO OFFICE POSTERS
			TXN00085302	175.00		D.PARDINY,CFGIS TRNG,DAYT BEACH,9/10/18



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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085303	23.99		POSTER PRINT FOR TDO OFFC DECOR
			TXN00085304	98.89		EQUIPMENT REPAIR - PARKS MOWER #9694
			TXN00085308	101.97		TRASH CANS - PARKS
			TXN00085310	152.25		ENVLP STUFFR MACHNE LEASE BEV.BCH W.WATER,5/30-6/29
			TXN00085310	152.25		ENVLP STUFFR MACHNE LEASE BEV.BEACH WATER,5/30-6/29
			TXN00085310	152.25		ENVLP STUFFR MACHNE LEASE PLANT.BAY W.WTR,5/30-6/29
			TXN00085310	152.25		ENVLP STUFFR MACHNE LEASE PLANT.BAY WATER,5/30-6/29
			TXN00085318	139.16		EQUIPMENT REPAIR - PARKS #308
			TXN00085327	171.74		EQUIPMENT REPAIR - PARKS MOWER
			TXN00085333	92.01		TRASH CANS - PARKS
			TXN00085348	24.24		VEH.REPAIR - PARKS 926
			TXN00085352	511.74		EQUIPMENT REPAIR - PARKS MOWER
			TXN00085355	(27.57)		CR REF TXN00083206,RETURN TREATED LUMBER
			TXN00085362	509.01		FLYERS PRINTED FOR FCMA SUMMIT ON 8/23-ECON.DEV.
			TXN00085375	119.00		ANNUAL PRIME MEMBERSHIP RENEWAL FOR ECON.DEVELOP.
			TXN00085377	27.74		VEHICLE RPR- FCSO 5499
			TXN00085379	17.52		PAINT ROLLERS,BRUSHES FOR TRUCK 873
			TXN00085381	69.99		VEHICLE RPR - FCSO 3417
			TXN00085385	261.96		REPLACEMENT LIGHT FIXTURE FOR THE INMATE FAC
			TXN00085390	502.60		SIDING FOR FACILITIES
			TXN00085391	215.00		REPLACMNT LOCK&HARDWARE FOR INMATE FAC
			TXN00085393	195.00		SIGNS - PRINCESS PLACE
			TXN00085397	50.00		K.AUSTIN,TECH COAST CONF REGIS,JAX,8/22/18
			TXN00085400	36.27		PW RPR-ROLLER 665
			TXN00085401	32.22		EQUIPMENT RPR-DOZER 9896
			TXN00085402	15.95		WIX.COM WEBSITE DEVELPMNT SOFTWARE,8/12-9/12,E.DEVEL
			TXN00085407	10.66		VEHICLE RPR-FCSO 5672

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085408	29.88		PHONE PLATE,ALUM FLASHNG, LGHT SWTCH-FACILITIES
			TXN00085411	3.42		DRILL BIT - TRUCK 9703
			TXN00085412	461.84		VEHICLE RPR-FIRE/RES 8704
			TXN00085414	(12.09)		CR REF TXN00085193 RETURN CABINET REP-HLTH DPT UN#4
			TXN00085416	149.99		BUILDFIRE APP.DEVELOPMENT SOFTWRE,8/14-9/14,E.DEVEL
			TXN00085417	91.20		VEHICLE RPR-FLEET SHOP USE
			TXN00085418	25.09		VEHICLE RPR- FCT 111
			TXN00085419	53.30		DIVIDER SETS FOR PURCHSNG
			TXN00085420	18.20		LIGHT SWITCHES,PLATE,ELEC BOX CVRS FOR FACIL.
			TXN00085420	12.52		POWER CORD,CORD ORGANIZER FOR FACILITIES
			TXN00085421	5.39		CHAINSAW OIL - FACILITIES
			TXN00085422	59.99		VEHICLE FLTR-FLEET SHOP RPRS
			TXN00085423	17.99		GEN SET RPR-FIRE/RES E-92
			TXN00085424	362.97		S.WHALEY,AIRFARE TO TEXAS HELICOPTR TRG,12/2-12/5
			TXN00085425	(502.60)		CR REF TXN00085390,RETURN SIDING
			TXN00085426	428.40		SIDING FOR FACILITIES
			TXN00085427	300.06		REPAIR KIT FOR WATER PUMP AT PB
			TXN00085428	186.89		ADHESIVE,MLDNG,PAINT FOR HEALTH DEPT-SUITE 206
			TXN00085429	104.99		(250)BI-FOLD BROCHURES FOR ECON.DEVELOPMENT
			TXN00085430	15.29		PHONE CASE - F.BARBUTI
			TXN00085430	15.99		ROPE,,CLIP,PULLEY FOR PPP RPRS
			TXN00085431	9.23		VEHICLE RPR-FIRE/RES 9300 R-22
			TXN00085432	199.99		OFFICE CHAIR FOR FINANCL SRVCS
			TXN00085434	15.09		ADAPTER PLUGS FOR EMS
			TXN00085435	64.82		TAPE MEASURE,BLADES FOR TRUCK 8200
			TXN00085436	14.90		SHPPNG CHRGS:TDO-ZEBRA TECH,BUFFLO GROVE,IL,8/15
			TXN00085437	686.34		REFRIGERATOR-FACILITIES

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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085438	20.67		GUTTER EXTENDER - FACIL. RPRS
			TXN00085439	179.99		CROSS CUT SHREDDER FOR HR DEPT
			TXN00085440	20.99		STRAINER BASKET-FACIL.
			TXN00085441	357.68		ASPHALT - FACIL.RPRS
			TXN00085442	277.03		DOOR REPAIR - FACILITIES
			TXN00085443	4.13		CAULK FOR RPRS@BEV.BEACH WASTEWATER
			TXN00085444	5.92		CHAINSAW RPR-PARKS DEPT
			TXN00085445	450.00		COMM.D.SULLIVAN,FAC REGIS GAINS.,10/18/17,1/10,4/11
			TXN00085446	169.56		WALLBASE-RPR@HEALTH DEPT
			TXN00085448	2.69		KEY RING FOR PB WATER
			TXN00085448	22.12		REPLACEMENT WIRE BRUSHES FOR DRILL AT PB WATER
			TXN00085449	246.75		VEHICLE RRP-FIRE/RES 9687
			TXN00085450	83.25		J.HIRTE,CDL REINSTATEMENT FEE-FCT
			TXN00085451	72.80		VEHICLE RPR- FCT 101
			TXN00085452	4.32		FASTNERS FOR TRUCK 8691- PB WATER
			TXN00085452	24.11		PAINT FOR BB WATER SHED- SURFSIDE
			TXN00085454	3.75		LIQUID SHOCK - FACILITIES
			TXN00085455	6.83		MOUNTING TAPE - TRUCK 984 -FACILITIES
			TXN00085456	35.00		L.BAILEY BROWN-FGFOA ANNUAL DUES-EXP 6/30/2019
			TXN00085458	32.00		SQ ACME TROPHIES & AWARD -DOOR SIGNS-EMER.MGMT
			TXN00085459	50.17		SW BLADES,ADAPTER,CORD ORGANIZER- TRK873-FACILIT
			TXN00085459	20.05		TARP,ROUND UP WEED KILLER -TRUCK 873-FACILITIES
			TXN00085460	450.00		D.OBRIEN-FAC REGISTRATION 2018-19 ADV.CTY.COMM.PRGM
			TXN00085461	91.47		AC REPAIR - TRUCK 983 -FACILITIES
			TXN00085462	256.40		LUMBER-CARVER GYM REPAIRS -FACILITIES
			TXN00085463	75.09		REPLACEMENT LIGHT - JAIL ADMIN - FACILITIES
			TXN00085464	124.30		VEH.REPAIR - PARKS 813

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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085466	395.00		ALUMINUM SIGN - PARKS "DODGE THE DUNES"
			TXN00085467	117.21		VEH.REPAIR - FCSO 5074
			TXN00085472	113.76		SEE CREDIT TXN85658,TAX CHARGED - EXTENSION SRV
			TXN00085473	3.39		HARDWARE-FACILITY REPAIRS
			TXN00085475	35.64		EQUIPMENT REPAIR - PARKS
			TXN00085476	83.30		TAMPER PLATE RENTAL-PARKS 8/16/18-8/17/18
			TXN00085477	16.09		HARDWARE-FACILITY REPAIRS
			TXN00085478	147.12		FOREFLIGHT SOFTWARE FOR HELICOPTER PILOT IPAD
			TXN00085479	151.00		EQUIPMENT:STRAP,FASTLINK PICKOFF-FLIGHT OPS
			TXN00085480	17.09		18" MACHETTE - ENGINE 16 FIRE/RESCUE
			TXN00085481	8.99		TOOL:UTILITY KNIFE - TRUCK 9708 - FACILITIES
			TXN00085482	26.89		SCREWS & DECKBOARD REPAIR -FACILITIES
			TXN00085483	31.49		COPY PAPER-ECON DEV
			TXN00085484	8.76		CARDSTOCK LETTER SIZE -ECON DEV.
			TXN00085485	360.98		MANLIFT EQUIPMENT RENTAL 8/7-8/13 - FACILITIES
			TXN00085486	168.00		WIX.COM-WEBSITE SOFTWARE& HOSTING-8/25/18-8/25/19
			TXN00085487	4.13		VELCRO STRIP-PARKS REPAIR -PARKS
			TXN00085488	80.75		VEH.REPAIR - FLEET 1030
			TXN00085489	3.50		VEH.REPAIR - FLEET SEE CREDIT TXN85503
			TXN00085490	6.69		VEH.REPAIR - FCSO 6320
			TXN00085491	20.68		ICE MAKER REPAIR -FACILITIES
			TXN00085492	90.32		M.PORTELA,CLASS B LICNSE FEES-PLANT.BAY WATER
			TXN00085495	24.60		EQUIPMENT REPAIR - PARKS
			TXN00085498	42.02		SEND NIGHT VISION GOGGLES FOR CERTIFICATION
			TXN00085499	14.00		DRINKING WATR COOLER RNTL EMS DEPT,JUL-AUG 2018
			TXN00085499	20.00		DRINKING WATR COOLER RNTL PARKS DEPT,JUL-AUG 2018
			TXN00085499	355.40		EMS DRINKING WATER

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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085499	204.94		PARKS DRINKING WATER
			TXN00085500	289.23		TRAFFIC CONES-FACILITIES
			TXN00085501	350.00		REPLACEMENT SEAL FOR PB WASTE WATER
			TXN00085502	184.58		CHEMICALS & SUPPLIES FOR BC WATER
			TXN00085502	184.59		CHEMICALS & SUPPLIES FOR DAYTONA NORTH WATER
			TXN00085502	58.74		SUPPLIES FOR BB WATER
			TXN00085502	58.74		SUPPLIES FOR PB WATER
			TXN00085503	(3.50)		ORIG TXN85489-VEH.REPAIR BILLED INCORRECT
			TXN00085504	204.16		ELECTRICAL REPAIRS -BUNNELL LIBRARY
			TXN00085505	89.99		BACKPACK SPRAYER - PARKS
			TXN00085506	55.91		VEH.REPAIR - FCSSO 3742
			TXN00085507	235.69		HVAC REPAIR - FACILITIES
			TXN00085508	13.49		ICE MACHINE REPAIR - -FACILITIES
			TXN00085509	163.82		VERIZN WIRELESS,8/2-9/01 ADMIN
			TXN00085509	64.00		VERIZN WIRELESS,8/2-9/01 BOCC
			TXN00085509	76.01		VERIZN WIRELESS,8/2-9/01 LAND MGMT
			TXN00085510	395.00		(10)ALUMINUM SIGNS-PARKS "WARNING DANGERS IN SURF"
			TXN00085511	1.13		VERIZN WIRELESS,8/2-9/01 FACILITIES
			TXN00085511	83.23		VERIZN WIRELESS,8/2-9/01 PLANT.BAY WASTE WATER
			TXN00085511	83.24		VERIZN WIRELESS,8/2-9/01 PLANT.BAY WATER
			TXN00085511	18.51		VERIZN WIRELESS,8/2-9/01 UTILITIES WASTE WATER
			TXN00085511	18.51		VERIZN WIRELESS,8/2-9/01 UTILITIES WATER
			TXN00085512	603.57		REFRIGERATOR - FACILITIES
			TXN00085513	400.00		L.SHANK-FGFOA REGSTRTION 10/15-10/19,PALM BCH GRDN
			TXN00085514	110.16		VEH.REPAIR - FCT 95
			TXN00085515	4.23		POST ITS-FINANCIAL SRVCS
			TXN00085516	26.99		VEH.REPAIR - FCT 95

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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085517	50.27		VERIZN WIRELESS,8/2-9/01 FINANCE
			TXN00085518	146.47		VERIZN WIRELESS,8/2-9/01 FLIGHT OPS
			TXN00085519	557.36		MISC.TOOLS FOR HELICOPTER MECHANIC-RATCHETING BAR
			TXN00085520	36.30		LIGHT BULBS,TOILET REPAIR DOOR STOP-CARE HERE CLINC
			TXN00085520	4.64		LUBRICANT - TRUCK 873 FACILITIES
			TXN00085520	41.16		PLIERS,SOCKET SET-TRK#873 FACILITIES
			TXN00085522	644.61		EQUIPMENT REPAIR - IMMATE FAC - FACILITIES
			TXN00085524	50.37		VERIZN WIRELESS,8/2-9/01 TRANSPORTATION
			TXN00085525	75.28		BUNGEE CORD,TARP,CORD ORGANIZER-FACILITIES SHOP
			TXN00085525	65.94		SHELVING HARDWARE -FACILITIES
			TXN00085526	164.45		VERIZN WIRELESS,8/2-9/01 E-911
			TXN00085527	10.40		REPLACEMENT KEYS-PRINCESS PLACE LEGACY HOUSE
			TXN00085529	239.94	G	EQUIPMENT CHARGES -EMPA
			TXN00085529	544.85	G	VERIZN WIRELESS,8/2-9/01 EMPA
			TXN00085530	68.74		VERIZN WIRELESS,8/2-9/01 SOLID WASTE
			TXN00085531	24.96		REPLACEMENT SMOKE DETECT OR-HEALTH DEPT SUITE 206
			TXN00085531	9.97		TOOL:TANK SPRAYER TRUCK 980 - FACILITIES
			TXN00085532	467.50		VEH.REPAIR - FCT 97
			TXN00085533	3.48		ALCOHOL PADS,ARM & HAMMER ODOR ABSORB-FINANCIAL SRV
			TXN00085533	47.55		CORRECT TAPE,PENS,NOTEPAD ENVELOPES-FINANCIAL SRVCS
			TXN00085534	39.54		VERIZN WIRELESS,8/2-9/01 GROWTH MGMT
			TXN00085536	260.27		VERIZN WIRELESS,8/2-9/01 FACILITIES
			TXN00085536	114.02		VERIZN WIRELESS,8/2-9/01 GEN.SERVICES
			TXN00085536	29.28		VERIZN WIRELESS,8/2-9/01 PARKS
			TXN00085536	0.34		VERIZN WIRELESS,8/2-9/01 PARKS - BULL CREEK
			TXN00085538	102.78		SPIDERTRCKS COMMUNICATION TRACKING,7/6-8/6,FIREFLT
			TXN00085539	400.00		B.EICHENGER-FGFOA REGSTRN 10/15-10/19,PALM BCH GRDN

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09/04/2018	170256	FLAGLER CO BCC POOLED CASH PCARD	TXN00085540	10.40		REPLACEMENT KEYS - HEALTH DEPT SUITE 206-FACILITIES
			TXN00085541	21.74		VERIZN WIRELESS,8/2-9/01 FACILITIES
			TXN00085541	136.64		VERIZN WIRELESS,8/2-9/01 PARKS - PPP
			TXN00085542	0.82		INT'L TRANS.FEE-TXN85538 SPIDERTRACKS-FLIGHT OPS
			TXN00085545	400.00		K.SPENCE-FGFOA REGSTRTION 10/15-10/19,PALM BCH GRDN
			TXN00085546	89.60		VERIZN WIRELESS,8/2-9/01 AIRPORT
			TXN00085547	140.49		VERIZN WIRELESS,8/2-9/01 ECON DEV.
			TXN00085549	1.49		VERIZN WIRELESS,8/2-9/01 JUD CENTER
			TXN00085550	201.73		TANKLESS WATER HEATER HEALTH DEPT SUITE 206
			TXN00085551	88.28		VERIZN WIRELESS,8/2-9/01 COUNTY ATTORNEY
			TXN00085552	(84.78)		ORIG.TXN85446-PART REFUND WALL BASE-HEALTH DEPT
			TXN00085553	152.84		VERIZN WIRELESS,8/2-9/01 TDO
			TXN00085554	36.45		VERIZN WIRELESS,8/2-9/01 FACILITIES
			TXN00085554	81.89		VERIZN WIRELESS,8/2-9/01 FLEET
			TXN00085555	51.75		FINGERPRINTING SRVCS FOR I.V.VAZQUES-LIBRARY ASST.
			TXN00085557	89.96		EQUIPMENT CHARGES - I.T.
			TXN00085557	536.73		VERIZN WIRELESS,8/2-9/01 I.T.
			TXN00085559	40.60		ELECTRICAL REPAIRS-HEALTH DEPT SUITE 206-FACILITIES
			TXN00085561	200.40		VERIZN WIRELESS,8/2-9/01 BOCC
			TXN00085562	35.00		B.EICHINGER-FGFOA ANNUAL DUES - EXP 6/30/2019
			TXN00085564	48.34		EQUIPMENT REPAIR - PARKS
			TXN00085565	50.00		MAILCHIMP-ECON.DEV.MARKTG SOFTWARE-AUG 2018
			TXN00085566	565.84		MEN WORKING SIGNS & SIGN STANDS - FACILITIES
			TXN00085568	13.92		REPLACEMENT DOLLY WHEEL - -FACILITIES
			TXN00085569	500.92		REPLACE DEADBOLT COMBO -FACILITIES-MARINELAND
			TXN00085658	(113.76)		ORIG TXN85472,FULL CREDIT TAX CHARGED-EXTENSION SRV
				33,039.31		

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09/04/2018	170257	FLORIDA DRUG TESTING INC.	032780	700.00		(35)DRUG SCREENS COLLCTD FOR PRE-TRIAL SVCS-JUL 18
				700.00		
09/04/2018	170258	FLORIDA FLAG FOOTBALL LEAGUE INC	REIMB:FLAG FTBL	2,950.00		REIMB:(17)OFFICIALS HOTEL LODGING,FLAG FTBL,6/22-23
				2,950.00		
09/04/2018	170259	FLORIDA HOSPITAL MEDICAL GROUP, INC	02065	123.61		SO INDIGENT INMATE HEALTH
			20820	11.15		SO INDIGENT INMATE HEALTH
			24394	9.37		SO INDIGENT INMATE HEALTH
			33509-1	89.46		SO INDIGENT INMATE HEALTH
			34114	87.68		SO INDIGENT INMATE HEALTH
			87944	177.02		SO INDIGENT INMATE HEALTH
			87944-1	142.98		SO INDIGENT INMATE HEALTH
			87944-2	25.37		SO INDIGENT INMATE HEALTH
			87944-3	217.10		SO INDIGENT INMATE HEALTH
			87944-4	64.43		SO INDIGENT INMATE HEALTH
			89571-6	9.34		SO INDIGENT INMATE HEALTH
			90564	147.50		SO INDIGENT INMATE HEALTH
			90564-1	11.46		SO INDIGENT INMATE HEALTH
			90564-2	43.88		SO INDIGENT INMATE HEALTH
			96788	9.34		SO INDIGENT INMATE HEALTH
			96788-1	12.89		SO INDIGENT INMATE HEALTH
				1,182.58		
09/04/2018	170261	FLORIDA POWER & LIGHT COMPANY	0104314372 0718	29.23		WP SOCCER LIGHTS CENTRAL 07/12/18-08/13/18
			0136680451 0718	11.11		2200 E MOODY SCOREBOARD 07/12/18-08/13/18
			0318755246 0718	222.26		PELLICER CARETAKERS HOUSE 06/22/18-07/24/18
			0368849469 0718	451.96		2200 E MOODY SKATE PARK 07/12/18-08/13/18
			0391509833 0718	44.75		AIRPORT T-HANGAR BLDG B 07/05/18-08/06/18
			0392507869 0718	106.93		AIRPORT T-HANGAR BLDG C 07/05/18-08/06/18



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09/04/2018	170261	FLORIDA POWER & LIGHT COMPANY	0572442036 0718	24.51		WP SOCCER LIGHTS SOUTH 07/12/18-08/13/18
			0747013431 0818	10.44		PC LIBRARY IRRIGATION 07/18/18-08/17/18
			1291557351 0718	2,903.07		901 E MOODY FCSO OPS CNTR 07/06/18-08/07/18
			1319506828 0718	20.27		201 AIRPORT RD FUELFARM 07/05/18-08/06/18
			1329501892 0718	366.98		AIRPORT SS HANGAR B 07/05/18-08/06/18
			1343503858 0718	466.56		ELEC VAULT @ AIRPORT 07/05/18-08/06/18
			2015699081 0718	48.14		TRIANGLE AIR 2ND BLDG O/L 07/05/18-08/06/18
			2298508843 0718	158.34		WP TENNIS COURTS 07/12/18-08/13/18
			2299506879 0718	227.54		WP RACQUETBALL COURT 07/12/18-08/13/18
			2613118278 0718	116.49		WP SOCCER LIGHTS WEST 07/12/18-08/13/18
			3422811491 0718	21.37		PUMPHOUSE 1 @ PPP 06/22/18-07/24/18
			3461460044 0718	45.82		299 OLD MOODY-TRIANGL AIR 07/05/18-08/06/18
			3635083011 0718	10.44		5885 E HWY 100 GATE 07/05/18-08/06/18
			3967597109 0718	151.83		AIRPORT PARKING LOT LGHTS 07/05/18-08/06/18
			4580691493 0718	24.02		201 AIRPORT ENTRANCE SIGN 07/05/18-08/06/18
			4602627020 0718	49.47		T-HANGAR BLDG D 07/05/18-08/06/18
			4734386420 0718	8.22		MAIN GATE @ PPP 06/22/18-07/24/18
			5108331538 0718	82.37		BINGS CARETAKRS RESIDENCE 06/25/18-07/25/18
			5312612590 0718	58.59		TRIANGLE AIR 1ST BLDG O/L 07/05/18-08/06/18
			6287121559 0718	116.61		TRFFC SGNL@CLBRT LA&CR302 07/03/18-08/02/18
			7361247260 0718	765.74		WP SCCR LTS/CNCSSN/IRRIG 07/12/18-08/13/18
			7425957136 0718	50.48		131 AIRPORT RD LFTSTATION 07/05/18-08/06/18
			7585368025 0718	97.90		AIRPORT T-HANGAR BLDG E 07/05/18-08/06/18
			7896677429 0718	82.89		201 AIRPORT RD SUITE 1 07/05/18-08/06/18
			7901674080 0718	273.95		901 E MOODY FCSO MNTNCE 07/06/18-08/07/18
			8430936099 0818	19.53		PC LIBRARY O/L 07/18/18-08/17/18
			8614911595 0718	132.93		O/L @ AIRPORT CORP CENTER 07/05/18-08/06/18

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09/04/2018	170261	FLORIDA POWER & LIGHT COMPANY	8632322320 0818	4,993.42		PC LIBRARY 07/18/18-08/17/18
			8670235418 0718	92.27		AIRPORT T-HANGAR BLDG A 07/05/18-08/06/18
			9060043370 0718	23.24		O/L @ WP HANDBALL COURT 07/12/18-08/13/18
			9462521015 0718	617.02		1050 AVIATION DR ATCT 07/05/18-08/06/18
			9611817231 0718	122.08		CARETKRS RESDNCE/SHOP@PPP 06/22/18-07/24/18
			9617602991 0718	114.39		TRFFC SGNL @ SR100 & OKR 07/03/18-08/02/18
			9647602979 0718	170.50		201 AIRPORT RD STRT LGHTS 07/03/18-08/02/18
			9846702190 0718	140.89		MARINELAND CARETKRS HOUSE 06/28/18-07/30/18
				<b>13,474.55</b>		
09/04/2018	170262	FLORIDA POWER & LIGHT COMPANY-ASSIS	02333-71111-1	187.01		UTILITY ASSISTANCE
			06666-13351	307.39		UTILITY ASSISTANCE
			46462-71520-1	333.27		UTILITY ASSISTANCE
			51229-22361	108.12		UTILITY ASSISTANCE
			59964-20393	212.24		UTILITY ASSISTANCE
			79403-70120	192.45		UTILITY ASSISTANCE
			80880-92112-1	110.46		UTILITY ASSISTANCE
			89971-26381-2	210.75		UTILITY ASSISTANCE
89971-26381-3	105.27		UTILITY ASSISTANCE			
				<b>1,766.96</b>		
09/04/2018	170263	GAI CONSULTANTS, INC.	2127968	16,857.56	G	PROF CEI SVCS:OLD DIXIE HWY RESURF,7/01-7/28/18
				<b>16,857.56</b>		
09/04/2018	170264	GOODIN, BRIAN	21385-13283	86.79		UTIL CREDIT BAL REFUND ACCT#21385-13283
				<b>86.79</b>		
09/04/2018	170265	HALIFAX PAVING INC	AP#3 COLBERT LA	130,374.00	G	PROF SVCS:RESURFACING OF COLBERT LA,4/26-6/25/18
				<b>130,374.00</b>		
09/04/2018	170266	HARCROS CHEMICALS INC	740164402	786.90		CHEMICALS FOR INTERIM SOLUTION-PLANT.BAY WATER
				<b>786.90</b>		

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09/04/2018	170267	INTERIM HHA OF ST AUGUSTINE, INC.	2018-7 3B	60.86		HMK 7/3-7/31/18
				60.86		
09/04/2018	170268	INTERVEST CONSTRUCTION	15435-29931	124.32		UTIL CREDIT BAL REFUND ACCT#15435-29931
				124.32		
09/04/2018	170269	IZABELLA RITZ	107204	100.00		PARKS DEPOSIT RFND-107204 HERSCHEL KING PARK PAV
			107204	28.04		PARKS FEE REFUND-107204 HERSCHEL KING PARK PAV
			107204	1.96		PARKS SLSTX REFUND-107204 HERSCHEL KING PARK PAV
				130.00		
09/04/2018	170270	JACKSONVILLE REGIONAL CHAMBER OF	251576	22,500.00		JAXUSA REG.PARTNERSHIP ECON.DEVEL,6/1/18-5/31/19
				22,500.00		
09/04/2018	170271	JACLYN MILLER	106768	100.00		PARKS DEPOSIT RFND-106768 PELLICER COMMUNITY CENTER
				100.00		
09/04/2018	170272	JENNIFER FUTCH	107201	100.00		PARKS DEPOSIT RFND-107201 HAMMOCK COMMUNITY CENTER
			107201	112.15		PARKS FEE REFUND-107201 HAMMOCK COMMUNITY CENTER
			107201	7.85		PARKS SLSTX REFUND-107201 HAMMOCK COMMUNITY CENTER
				220.00		
09/04/2018	170273	JMI STAFFING SOLUTIONS, INC	13553	3,019.20		SR SPEC PROJ COORDINATOR STAFFING W/E 8/19/18
				3,019.20		
09/04/2018	170274	JOSHUA BEST	107167	100.00		PARKS DEPOSIT RFND-107167 BINGS LANDING-SOUTH PAV.
				100.00		
09/04/2018	170275	JSR MEDIA LLC	1309	2,900.00		FULL PAGE AD:FLAMINGO FALL 2018 EDITION-TDO
				2,900.00		
09/04/2018	170276	KAMAN INDUSTRIAL TECHNOLOGIES	383687-00	3,450.00		REPLCMNT MOTOR FOR PBWWTP
				3,450.00		
09/04/2018	170277	KELLY HIDEN	107109	100.00		PARKS DEPOSIT RFND-107109 HAW CREEK COMM CENTER
			107109	140.19		PARKS FEE REFUND-107109 HAW CREEK COMM CENTER
			107109	9.81		PARKS SLSTX REFUND-107109 HAW CREEK COMM CENTER

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				250.00		
09/04/2018	170278	KNIGHT JON BOY INC	284314	85.00		CHEM TOILET SVC,7/1-7/31 WADSWOTH PARK HANDICAP
			284315	85.00		CHEM TOILET SVC,7/1-7/31 BETTY STEFLIK HANDICAP
				170.00		
09/04/2018	170279	LOESSIN, MARY	18773-28451	126.23		FINAL UTIL CR BAL REFUND ACCT#18773-28451
				126.23		
09/04/2018	170280	JONATHAN LORD	07/23/18	209.00	G	TRVL REIMB:FEPa MTG,ST. PETERSBURG,7/23-7/27/18
				209.00		
09/04/2018	170281	MELINDA EYLER	106923	100.00		PARKS DEPOSIT RFND-106923 CATTLEMANS HALL
				100.00		
09/04/2018	170282	MEMORIAL HOSPITAL FLAGLER INC	105450719	165.63		SO INDIGENT INMATE HEALTH
			105482459	334.82		SO INDIGENT INMATE HEALTH
			105713172	1,025.28		SO INDIGENT INMATE HEALTH
			105752668	910.00		SO INDIGENT INMATE HEALTH
			106031155	4,348.30		SO INDIGENT INMATE HEALTH
			106033694	251.43		SO INDIGENT INMATE HEALTH
			106039442	2,212.16		SO INDIGENT INMATE HEALTH
			106126115	2,377.04		SO INDIGENT INMATE HEALTH
			106231987	7,778.27		SO INDIGENT INMATE HEALTH
			106284960	196.33		SO INDIGENT INMATE HEALTH
			106297108	3,354.48		SO INDIGENT INMATE HEALTH
			106327370	703.84		SO INDIGENT INMATE HEALTH
			106445269	2,041.86		SO INDIGENT INMATE HEALTH
			106639334	1,757.93		SO INDIGENT INMATE HEALTH
			107682585	1,538.32		SO INDIGENT INMATE HEALTH
		107696183	835.88		SO INDIGENT INMATE HEALTH	
		107708562	121.01		SO INDIGENT INMATE HEALTH	

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09/04/2018	170282	MEMORIAL HOSPITAL FLAGLER INC	28X1292816XP	8.67		SO INDIGENT INMATE HEALTH
			28X4674916XP	8.64		SO INDIGENT INMATE HEALTH
			28X5242140XP-5	8.64		SO INDIGENT INMATE HEALTH
			28X5242140XP-6	17.28		SO INDIGENT INMATE HEALTH
			28X5242140XP-7	8.67		SO INDIGENT INMATE HEALTH
			28X6614922XP	8.67		SO INDIGENT INMATE HEALTH
			3700294V13122	548.25		SO INDIGENT INMATE HEALTH
			3719612V13122	68.44		SO INDIGENT INMATE HEALTH
			3742685V13122	573.75		SO INDIGENT INMATE HEALTH
			3909177V13122	74.46		SO INDIGENT INMATE HEALTH
			3936620V13122	207.63		SO INDIGENT INMATE HEALTH
			4014258V13122	74.46		SO INDIGENT INMATE HEALTH
			4024309V13122	333.47		SO INDIGENT INMATE HEALTH
			4086709V13122	74.46		SO INDIGENT INMATE HEALTH
				<b>31,968.07</b>		
09/04/2018	170283	MFB FINANCIAL TPA, INC	844	1,694.00		PLAN SOURCE ADMIN FEES AUG 2018,THRU BAILEY GRP
				<b>1,694.00</b>		
09/04/2018	170284	MULTI MACHINE INC	31808	27,205.79	G	15TN ROTATOR TRACKED RNTL DRP-HMMCK DUNE,7/8-8/4/18
			31808	9,881.13	G	15TN ROTATOR TRACKED RNTL DRP-OCEAN HMCK,7/8-8/4/18
			31808	17,393.86		15TN ROTATOR TRACKED RNTL DRP-HMMCK DUNE,7/8-8/4/18
			31808	2,101.78		15TN ROTATOR TRACKED RNTL DRP-JUNGLE HUT,7/8-8/4/18
			31808	6,317.44		15TN ROTATOR TRACKED RNTL DRP-OCEAN HMCK,7/8-8/4/18
			31832	6,852.76	G	15TN ROTATOR TRACKED RNTL DRP-HMMCK DUNES,7/15-8/11
			31832	970.77	G	15TN ROTATOR TRACKED RNTL DRP-OCEAN HMMCK,7/15-8/11
			31832	4,381.27		15TN ROTATOR TRACKED RNTL DRP-HMMCK DUNES,7/15-8/11
			31832	494.54		15TN ROTATOR TRACKED RNTL DRP-JUNGLE HUT,7/15-8/11
			31832	620.66		15TN ROTATOR TRACKED RNTL DRP-OCEAN HMMCK,7/15-8/11

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09/04/2018	170284	MULTI MACHINE INC	31832	1,480.00		15TN ROTATOR TRACKED RNTL DRP-VARN PARK,7/15-8/11
			31922	7,673.80	G	15TN ROTATOR TRACKED RNTL DRP-HMMCK DUNES,7/31-8/27
			31922	2,220.00		15TN ROTATOR TRACKED RNTL DRP-VARN PARK,7/31-8/27
			31922	4,906.20		15TN ROTATOR TRACKED RNTL DRP,HMMCK DUNES,7/31-8/27
				92,500.00		
09/04/2018	170285	WENDY MUSSOLINE	08/13/18	92.00		TRVL REIMB:BEEF MGMT SCHL ST.CLOUD,8/13-8/17/18
				92.00		
09/04/2018	170286	OPEN DOOR RE-ENTRY & RECOVERY MNSTY	AUG 2018 Z.R.	500.00		AUG 18 RENTAL ASSISTANCE
			JUL 2018 Z.R.	500.00		JUL 18 RENTAL ASSISTANCE
				1,000.00		
09/04/2018	170287	PALM LANDING DENTAL LLC	07/11/18 E.V.	634.50		SS INDIGENT DENTAL
				634.50		
09/04/2018	170288	RING POWER CORPORATION	18PC4002685	56.00		DEF FILTER PO NUM 025760
			18PC4002686	56.00		DEF FILTER PO NUM 025760
				112.00		
09/04/2018	170289	AZALEA HEALTH	080618JS	51.00		SS INDIGENT HEALTH
				51.00		
09/04/2018	170290	SCHIMENTI, ANTHONY & CHRISTINA	21377-27107	82.29		UTIL CREDIT BAL REFUND ACCT#21377-27107
				82.29		
09/04/2018	170291	SECURITY AND FIRE ELECTRONICS, INC.	0801F1066	144.00		QRTRLY FIRE SPRINKLER SYS INSPCTN-ATCT
			0801F1067	84.00		QRTRLY FIRE SPRINKLER SYS INSPCTN-DELTA HANGAR
			0801F1068	84.00		QRTRLY FIRE SPRINKLER SYS INSPCTN-NATL GUARD HANGAR
			0801F1069	144.00		QRTRLY FIRE SPRINKLER SYS INSPCTN-AIRPT CORP CENTER
			0801F1070	84.00		QRTRLY FIRE SPRINKLER SYS INSPCTN-TRIANGLE AIR BLDG
				540.00		
09/04/2018	170292	SENIOR HELPERS OF THE VILLAGES	2018-7 ADU	962.88		RESP 7/23-8/03/18
				962.88		

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09/04/2018	170293	JOHN KIRMIS SHELVER	SEP 2018 M.R.	520.00		RENTAL ASSISTANCE
				520.00		
09/04/2018	170294	SMA BEHAVIORAL HEALTH SERVICES, INC	6530584	7.00		SS INDIGENT HEALTH - RX
			6530585	7.00		SS INDIGENT HEALTH - RX
			6530591	7.00		SS INDIGENT HEALTH - RX
			6530596	7.00		SS INDIGENT HEALTH - RX
			6530597	7.00		SS INDIGENT HEALTH - RX
			6530598	7.00		SS INDIGENT HEALTH - RX
			6533383	7.00		SS INDIGENT HEALTH - RX
			6533384	7.00		SS INDIGENT HEALTH - RX
			6533385	35.00		SS INDIGENT HEALTH - RX
			6533386	7.00		SS INDIGENT HEALTH - RX
			6533387	9.00		SS INDIGENT HEALTH - RX
			6535254-1	7.00		SS INDIGENT HEALTH - RX
			6535259-1	7.00		SS INDIGENT HEALTH - RX
			6535262-1	7.00		SS INDIGENT HEALTH - RX
			6538028	7.00		SS INDIGENT HEALTH - RX
			6538029	7.00		SS INDIGENT HEALTH - RX
			6538030	7.00		SS INDIGENT HEALTH - RX
			6538031	7.00		SS INDIGENT HEALTH - RX
			6538032	7.00		SS INDIGENT HEALTH - RX
			6538033	7.00		SS INDIGENT HEALTH - RX
6539120	7.00		SS INDIGENT HEALTH - RX			
6539121	7.00		SS INDIGENT HEALTH - RX			
				184.00		
09/04/2018	170295	SOUND PHYSICIANS OF FLORIDA IV, LLC	1002699SFN0000	206.65		SO INDIGENT INMATE HEALTH
			1002699SFN00001	106.60		SO INDIGENT INMATE HEALTH

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09/04/2018	170295	SOUND PHYSICIANS OF FLORIDA IV, LLC	1002699SFN00002	74.46		SO INDIGENT INMATE HEALTH
			1002699SFN00003	74.46		SO INDIGENT INMATE HEALTH
			1002699SFN00004	74.46		SO INDIGENT INMATE HEALTH
			1002699SFN00005	74.46		SO INDIGENT INMATE HEALTH
			1002699SFN00006	109.57		SO INDIGENT INMATE HEALTH
			1006901SFN00001	138.32		SO INDIGENT INMATE HEALTH
			1006901SFN00002	73.93		SO INDIGENT INMATE HEALTH
			1007361SFN0000	139.77		SO INDIGENT INMATE HEALTH
			1007362SFN0000	108.94		SO INDIGENT INMATE HEALTH
				1,181.62		
09/04/2018	170296	SPECTRO INC.	18A1372	21.82		HELICOPTER ENGINE OIL ANALYSIS-7/24/18
				21.82		
09/04/2018	170297	STATE OF FLORIDA - SA	2T-5060	52.50		LOCAL PHONE SVC-JULY 2018 STATE ATTORNEY
			2T-5061	1.55		LOCAL PHONE SVC-JULY 2018 STATE ATTORNEY
				54.05		
09/04/2018	170298	STONE ENGINEERING GROUP, INC.	0017442	1,410.00	G	PROF SVCS:MAHOGANY BLVD RESURFC.DSGN,7/01-7/31/18
				1,410.00		
09/04/2018	170299	THE DAYTONA BEACH NEWS-JOURNAL	102299685	34.40		AD:ORDNCE AMEND LAND DEV CODE-BOARD MBRSHP&OFFICRS
			102299895	89.00		AD:PBLC HEARNG,9/5,NON-AD VALORM TAX-P.HILL SEAWALL
			102299903	124.60		AD:PBLC HEARNG,9/5,NON-AD VALORM TAX-DUNES REST.PRJ
				248.00		
09/04/2018	170300	TIFFANY FUGIT	107188	100.00		PARKS DEPOSIT RFND-107188 PRINCESS PLACE PAV.
			107188	28.04		PARKS FEE REFUND-107188 PRINCESS PLACE PAV.
			107188	1.96		PARKS SLSTX REFUND-107188 PRINCESS PLACE PAV.
				130.00		
09/04/2018	170301	TYLER CHANCE	106988	100.00		PARKS DEPOSIT RFND-106988 CATTLEMANS HALL
				100.00		



**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
09/04/2018	170302	VIRTUAL HOMES REALTY	SEP 2018 A.B.	680.00		SEP 18 RENTAL ASSISTANCE
				680.00		
09/04/2018	170305	VULCAN CONSTRUCTION MATERIALS LLC	12575264	8,137.12	G	BEACH COMPATBLE SAND MTRL DRP-OCEAN HAMMOCK 06/01
			12575264	5,202.42		BEACH COMPATBLE SAND MTRL DRP-OCEAN HAMMOCK 06/01
			12575265	11,991.30	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/04
			12575265	7,666.57		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/04
			12575266	18,691.33	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/05
			12575266	11,950.19		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/05
			12575267	14,106.46	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/06
			12575267	9,018.89		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/06
			12575268	15,164.47	G	BEACH COMPATBLE SAND MTRL DRP-OCEAN HAMMOCK 06/01
			12575268	9,695.31		BEACH COMPATBLE SAND MTRL DRP-OCEAN HAMMOCK 06/01
			12575269	13,742.24	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/04
			12575269	8,786.03		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/04
			12590409	9,560.46	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/07
			12590409	6,112.43		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/07
			12590410	7,859.47	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/08
			12590410	5,024.90		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/08
			12590411	15,487.02	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/11
			12590411	9,901.53		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/11
			12590412	14,733.46	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/12
			12590412	9,419.76		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/12
			12590413	12,874.35	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/13
			12590413	8,231.14		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/13
			12590414	14,860.86	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/05
			12590414	9,501.20		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/05
			12590415	15,167.13	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/06

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**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
09/04/2018	170305	VULCAN CONSTRUCTION MATERIALS LLC	12590415	9,697.02		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/06
			12590416	12,028.06	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/07
			12590416	7,690.07		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/07
			12590417	14,482.05	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/08
			12590417	9,259.01		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/08
			12590418	11,585.13	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/11
			12590418	7,406.89		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/11
			12590419	16,400.23	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/12
			12590419	10,485.39		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/12
			12590420	14,531.57	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/13
			12590420	9,290.68		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/13
			12600437	11,581.20	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/14
			12600437	7,404.38		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/14
			12600438	8,939.35	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/15
			12600438	5,715.33		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/15
			12600439	11,115.97	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/18/18
			12600439	7,106.93		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/18/18
			12600440	9,022.13	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/19/18
			12600440	5,768.25		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/19/18
			12600441	9,120.76	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/20/18
			12600441	5,831.31		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/20/18
			12600442	15,629.42	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/14
			12600442	9,992.58		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES 06/14
			12600443	14,108.15	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/15/18
			12600443	9,019.96		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/15/18
			12600444	15,886.73	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/18/18
			12600444	10,157.09		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/18/18

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
09/04/2018	170305	VULCAN CONSTRUCTION MATERIALS LLC	12600445	13,710.54	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/19/18
			12600445	8,765.75		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/19/18
			12600446	14,425.23	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/20/18
			12600446	9,222.68		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/20/18
			12612126	9,781.72	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/21/18
			12612126	6,253.88		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/21/18
			12612127	8,646.55	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/22/18
			12612127	5,528.12		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/22/18
			12612128	20,953.52	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/25/18
			12612128	13,396.52		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/25/18
			12612129	19,341.06	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/26/18
			12612129	12,365.59		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/26/18
			12612130	20,095.17	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/27/18
			12612130	12,847.73		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/27/18
			12612131	18,880.73	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/21/18
			12612131	12,071.29		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/21/18
			12612132	17,708.10	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/22/18
			12612132	11,321.58		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/22/18
			12612133	17,351.46	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/25/18
			12612133	11,093.56		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/25/18
			12612134	14,595.97	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/26/18
			12612134	9,331.85		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/26/18
			12612135	15,350.22	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/27/18
			12612135	9,814.08		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/27/18
			12621049	23,234.10	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/28/18
			12621049	14,854.59		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/28/18
			12621050	21,054.40	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/29/18

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Date: 09/05/2018

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09/04/2018	170305	VULCAN CONSTRUCTION MATERIALS LLC	12621050	13,461.01		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/29/18
			12621051	15,750.08	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/28/18
			12621051	10,069.72		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/28/18
			12621052	16,792.51	G	BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/29/18
			12621052	10,736.19		BEACH COMPATBLE SAND MTRL DRP-HAMMOCK DUNES-6/29/18
				<b>990,947.18</b>		
09/04/2018	170306	WEST GROUP	838649413	270.00		INFORMATION CHRGS-JULY 18 COUNTY ATTORNEY
				<b>270.00</b>		
09/04/2018	170307	WILSON RAMIREZ	106992	100.00		PARKS DEPOSIT RFND-106992 HAM CREEK COMM CENTER
			106992	56.07		PARKS FEE REFUND-106992 HAM CREEK COMM CENTER
			106992	3.93		PARKS SLSTX REFUND-106992 HAM CREEK COMM CENTER
				<b>160.00</b>		
09/04/2018	313855	ATS LAND SURVEYING, LLC.	2390	3,492.00		PROF SVCS:BOUNDRY&TOPOGRP SURVEY@14 PALM HARBR VLLG
				<b>3,492.00</b>		
09/04/2018	313856	EISMAN & RUSSO, INC	2224B-4	14,248.92		PROF CEI SVCS:PAINTRS HLL SEAWALL CONSTRU.THRU 6/01
			2224B-5	4,300.31		PROF CEI SVCS:PAINTRS HLL SEAWALL CONSTR.THRU 6/29
				<b>18,549.23</b>		
09/04/2018	313857	FLAGLER CO BCC POOLED CASH PCARD	TXN00084897	86.75		BUILDING WIRE-EOC LIEBERT UNIT
			TXN00084916	173.50		BUILDING WIRE-EOC LIEBERT UNIT MATERIALS
			TXN00084961	500.00		SEPTIC SVC@N.MALACOMPRA DRAINAGE BASIN PROJECT
			TXN00085413	37.59	G	SHPNG CHRG:PPP COTTAGES- PA,8/14,RTRN SHOWR CURTNS
				<b>797.84</b>		
09/04/2018	313858	PFM FINANCIAL ADVISORS LLC	100749	15,000.00		FINANCIAL ADVISORY SRVCS SPEC ASSESS REV SER 2018B
				<b>15,000.00</b>		
09/04/2018	333183	FLAGLER CO BCC POOLED CASH PCARD	TXN00085271	19.43		COPY PAPER,BATTERIES FOR SHIP
			TXN00085517	36.56		VERIZN WIRELESS,8/2-9/01 SHIP
				<b>55.99</b>		

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for week ending 08/31/2018**

Date: 09/05/2018

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
08/29/2018	9180624	EXPRESS TAX - TTL WIRE	WTO18-629	78,570.46		TTL WIRE WEEK OF 8/31/18
				78,570.46		
08/29/2018	9180625	P&A ADMINISTRATIVE SERVICES, INC	WTO18-630	3,029.94		P & A FLEXIBLE SPENDING 08/29/2018
				3,029.94		
08/30/2018	9180626	P&A ADMINISTRATIVE SERVICES, INC	WTO18-631	1,526.07		P & A FLEXIBLE SPENDING 08/30/2018
				1,526.07		
08/31/2018	9180627	NATIONWIDE RETIREMENT SOLUTIONS INC	WTO18-632	5,595.58		NATIONWIDE RET WIRE WEEK OF 08/31/2018
				5,595.58		
08/31/2018	9180628	EXPERT PAY - CHILD SUPPORT WIRE	WTO18-633	1,103.74		CHILD SUPPORT WIRE TO FLSDU WK OF 08/31/2018
				1,103.74		
08/31/2018	9180629	P&A ADMINISTRATIVE SERVICES, INC	WTO18-634	180.85		P & A FLEXIBLE SPENDING 08/31/2018
				180.85		
08/31/2018	9180630	BANC OF AMERICA PUBLIC CAPITAL CORP	WTO18-635	228,244.60		BANC OF AMERICA MASTER EQUIP LEASE AGREE.9/1/18
				228,244.60		
09/04/2018	9180631	STATE OF FL-DOR-RETIREMENT WIRE	WTO18-636	286,476.14		AUGUST 2018 RETIREMENT WIRE
				286,476.14		
09/04/2018	9180632	USDA RURAL DEVELOPMENT	WTO18-637	109,305.00		09/04/18 SERIES 2013 WATER/SEWER BOND INT PMT
			WTO18-637	47,000.00		09/04/18 SERIES 2013 WATER/SEWER BOND PRIN PMT
				156,305.00		
09/04/2018	9180633	P&A ADMINISTRATIVE SERVICES, INC	WTO18-638	1,138.51		P & A FLEXIBLE SPENDING 09/04/2018
				1,138.51		
09/04/2018	9180634	P&A ADMINISTRATIVE SERVICES, INC	WTO18-639	889.42		P & A FLEXIBLE SPENDING 09/04/2018
				889.42		
09/04/2018	9180635	P&A ADMINISTRATIVE SERVICES, INC	WTO18-640	273.16		P & A FLEXIBLE SPENDING 09/04/2018
				273.16		
			Total	2,738,150.02		

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**AUGUST 30, 2018**

**WORKSHOP**

Present: Chair Gregory Hansen, Vice Chair Donald O'Brien, Commissioners Charles Ericksen, Nate McLaughlin and David Sullivan, County Administrator Craig Coffey, County Attorney Al Hadeed and Recording Clerk Deb Jenkins

**ITEM 1 - CALL TO ORDER**

Chair Hansen called the Workshop to order approximately 3:00 p.m. in the Emergency Operations Center at the Government Services Complex in Bunnell, Florida.

**ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE**

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

**ITEM 3 - WELCOME**

Chair Hansen welcomed everyone.

**ITEM 4 - DISCUSSION AND PRESENTATION BY SHERIFF'S CONSULTANT REGARDING THE SHERIFF'S OPERATIONS CENTER**

Sheriff Rick Staly introduced Dr. Robert Sweeney. Disclosed they attended the same church, but were not friends socially. Stated his goal in hiring Dr. Sweeney was to have a complete and unbiased assessment. Asked Dr. Sweeney if anyone from the Sheriff's Office influenced the review in any way for a specific outcome.

Robert Sweeney, PhD, President of R.A. Sweeney & Associates and Flagler County resident, responded absolutely not.

Sheriff Staley asked if there was complete autonomy for assessment during the review process.

Dr. Sweeney answered yes.

Dr. Sweeney reviewed his background and qualifications. Presented his report (*on file in the Clerk's Office*). Stated he reviewed 129 documents with special attention given to the reports generated by the County's consultants, H2H Indoor Solutions (H2H) and Engineering Services Incorporated (ESI). Stated these agencies concluded that the Sheriff's Operations Center (SOC) was safe to reoccupy and was not contaminated with mold to the extent that would result in health problems to those working in building. Explained the conclusion conflicted with his assessment and from his analysis that concluded the mold sampling procedures were incomplete. He explained further and spoke on the mold spores entering the building through the air ducts. Commented he did not think they originated in the building. Reviewed the recommended sampling regime.

**(Item 4 – continued)**

Commissioner McLaughlin asked what was the basis for toxic spores coming in from outside building rather than inside.

Dr. Sweeney stated he believed there was a higher concentration around the SOC and one reason was due to the flat roof developing puddles and collecting leaves. Explained when dried the mold stressed and produced spores “like crazy.” Recommended a sampling regime that included a thorough cleaning of building, installation of HEPA charcoal filters, and sampling the areas over an extended timeframe. Concluded if results of these collections, with the improved and fully operational HEPA system, showed a reduction below the levels the CDC and EPA considered safe for humans, then reoccupation of the building could be considered.

Chair Hansen asked if there was anything the County could do to the outside of the building.

Dr. Sweeney replied check the roof for puddling and see if something could be done there.

There was further discussion between the BCC and Dr. Sweeney on his analysis and recommendations.

Sheriff Staly commented Dr. Sweeney had analyzed the problem and laid out a comprehensive plan for in-depth testing after the HVAC system was upgraded as recommended. Spoke on the numerous negative impacts to the operations of the Sheriff’s Office under the current decentralized environment. Advised the CDC informed him it would take at least 3 months to a year for its report. Stated the conditions his office was currently operating under was a short-term solution. Emphasized the need to start developing a long-term plan. Requested the BCC place the current situation on the agenda for its next meeting to provide direction to the County Administrator.

Stated he was going to suggest starting to implement Dr. Sweeney’s recommendations; however, just a few hours ago notice was received that a judge ordered the building be preserved. Stated his general counsel would forward that notice to the County Attorney.

Kayla Hathaway, General Counsel for the Flagler County Sheriff’s Office, stated the order was for a workers’ compensation case. Explained since the Sheriff’s Office was a party in the workers’ man comp issue, the Sheriff was asking to put the request to remove drywall on hold now because the judge ordered not to do anything to modify the building until further notice was received from the court.

Chair Hansen asked if there was a loophole for doing the testing since it would not be modifying anything for the test.

Ms. Hathaway commented just pulling samples out of the air was very different from changing out filters. Stated doing anything to modify the HVAC system HVAC would be a violation to that order.

**(Item 4 – continued)**

Chair Hansen asked if the County could go before the judge with a motion to start testing.

Mark Hill, workers' compensation attorney and representative for Florida Sheriffs Risk Management Fund, replied the workers' compensation judge had jurisdiction over the workers' compensation parties, which were the twenty-two claimants and the Sheriff. Noted the County, itself was not a party to this action. Clarified the order prohibited the Sheriff's Office from not preserving the evidence and making any modifications. Stated the BCC could choose to discuss whether to approach the judge or not, but that could not be addressed right now.

**ITEM 5 – PUBLIC COMMENTS**

Dave Nawrocki, Flagler County, encouraged the BCC to contact the person that inspected the building prior to the renovations. Spoke on mold in the building. Commented his loved one had been affected for two years, but it had only been since 10 months ago that people paid attention.

Mary Berger Oxnam, Palm Coast, stated many of her friends were appalled at what was happening with the Sheriff and his staff. Questioned why not to get some funds together to get these important people into a building with all their stuff so they can take care of us.

Dennis McDonald, Flagler County, thanked Dr. Sweeney for his work. Commented missing from the evidence given to Dr. Sweeney were the pictures of the rotted tie down walls he submitted to the BCC in 2015, which might be a source of the mold. Also, Dr. Sweeney was not given information on the 4,000 sq. ft. building used by the Sheriff's Office that was mitigated twice for asbestos. Stated he asked the BCC to do something for the deputies affected by this at the first workshop in June and was now here asking again.

Kathy Vazquez stated she had worked for twelve years as a victims' advocate in the Sheriff's Office and wanted to show another face of someone whose health had been affected by this sick building. Commented the people affected had served to protect the people of Flagler County for many year and were the people called for help, and now they were asking for help.

Joe Costello, Flagler County, questioned if the lack of a vapor barrier for the building and the tearing down of the four wings that were attached to east side of building, where there was mold and asbestos infestation, had any effect on the air coming into the building and to the employees.

Dr. Sweeney replied unless material was actively coming in now, the answer was no.



**(Item 5 – continued)**

Chris Conrad, Flagler County, stated he was the husband of Anne Conrad and all she wanted was a safe place to work. Expressed appreciation of the media coverage on the lack of transparency. Requested a public portal be made available to access all documents regarding purchases, repairs, or any actions taken on the building since the beginning instead of requiring individuals to come up with fees to obtain those public records.

Anne Conrad, Flagler County, thanked Dr. Sweeney. Stated many people had developed hypersensitivities at this point from exposure to the toxins and were realizing they could not handle normal amounts of mold. Asked what was Dr. Sweeney's opinion on being able to re-enter a building that was already known to have mold.

Dr. Sweeney responded he has worked with people who had been sensitized in mold infested buildings and once the buildings were cleaned up, that even with high sensitivities, they were able to go back into the building to work without any further complications. Noted it was possible to clean it up to a safe level.

Michael Tovar, Palm Coast, thanked Dr. Sweeney for report and the Sheriff for his diligence on working toward a solution. Stated the County was still talking about priorities but was not getting to those priorities. Listed the priorities with the first being staff, then the effectiveness of department, and then finding a solution, whether it be cleaning building and reoccupying, or moving to another building.

**ADJOURNMENT**

**The meeting adjourned by consensus at 4:20 p.m.**

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

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Gregory L. Hansen  
Chair

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**SEPTEMBER 5, 2018**

**REGULAR MEETING**

Present: Chair Gregory Hansen, Vice Chair Donald O'Brien, Commissioners Charles Ericksen, Nate McLaughlin and David Sullivan, County Administrator Craig Coffey, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

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

**ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE**

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

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

None

**ITEM 3 - ANNOUNCEMENTS BY THE CHAIR**

Chair Hansen announced the following:

- Flagler Baseball kickoff – Saturday, September 8 at 9:00 a.m.
- 9/11 Memorial Ride – Sunday, September 9 at 8:30 a.m.
- Flagler County Citizens Academy Fall Session – now accepting applications
- To register for Special Needs shelter contact Emergency Management at [www.flaglercounty.org](http://www.flaglercounty.org)
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
- Upcoming meetings:
  - Workshop – September 5 at 1:00 p.m. in the Emergency Operations Center
  - First Budget Public Hearing – September 6 at 5:30 p.m. in the Board Chambers
  - Regular Meeting – September 17 at 5:00 p.m. in the Board Chambers

**ITEM 4A – RECOGNITIONS**

None

September 5, 2018  
Regular Meeting

**ITEM 4B1 – PROCLAMATIONS – CHILDHOOD CANCER AWARENESS MONTH**

The following Proclamation was read by Commissioner Sullivan:

**A PROCLAMATION OF THE  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
RECOGNIZING THE MONTH OF SEPTEMBER 2018 AS  
“CHILDHOOD CANCER AWARENESS” MONTH IN FLAGLER COUNTY**

**WHEREAS**, each year thousands of children are diagnosed with the often life threatening disease of cancer; and

**WHEREAS**, childhood cancer is the leading cause of death by disease in children; and

**WHEREAS**, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

**WHEREAS**, in the last 20 years, only four new drugs have been approved by the FDA to specifically treat childhood cancer; and

**WHEREAS**, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out; and

**WHEREAS**, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

**WHEREAS**, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

**WHEREAS**, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support; and

**WHEREAS**, increased awareness will bolster public support of the disease and thus increase funding for the development of new treatment options and diagnostic tools; and

**WHEREAS**, every two minutes a child is diagnosed with cancer and will hear the words, “you have cancer”; and

**WHEREAS**, the quality of life of these beautiful children will depend on future treatment and diagnosis developments; and

**WHEREAS**, there are 14 children in Flagler County currently affected by childhood cancer with two recently passing away; and

**WHEREAS**, this resolution is a call to action for the citizens of Flagler County, interest groups, and affected persons to:

1. Join us in promoting the awareness of childhood cancer and to foster the understanding of the impact of the disease on these small patients, and their families and caregivers.
2. Take an active role in the fight to end childhood cancer.

**NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** that they hereby declare September 2018 as “**Childhood Cancer Awareness Month**” in Flagler County.

September 5, 2018  
Regular Meeting

**(Item 4b1 – continued)**

Dan Fulling, Live Like Cameron Foundation, and other families accepted the proclamation.

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

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

UNOFFICIAL

September 5, 2018  
Regular Meeting

**ITEM 4B2 – PROCLAMATIONS – POW/MIA RECOGNITION DAY**

The following Proclamation was read by Commissioner McLaughlin:

**A PROCLAMATION OF THE  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
RECOGNIZING SEPTEMBER 21, 2018 AS  
“POW/MIA RECOGNITION DAY” IN FLAGLER COUNTY**

**WHEREAS**, the United States of America has been founded on the principles of freedom, justice, and respect for life; and

**WHEREAS**, millions of men and women have served in the Armed Forces of the United States in order to preserve those principles; and

**WHEREAS**, those veterans number over 12,000 in Flagler County; and

**WHEREAS**, The American Legion supports achieving a full accounting of all POW/MIAs from the Gulf War, Vietnam War, Cold War, Korean War and World War II; and

**WHEREAS**, those unaccounted for POW/MIAs number 83,192; and

**WHEREAS**, The National League of Families proposed the third Friday of September as a commemorative date; and

**WHEREAS**, Flagler County veterans’ organization members continue to serve by sponsoring programs and supporting legislation to benefit veterans; and

**WHEREAS**, the veterans service organizations formed the Flagler County Veterans Advisory Council to provide a united effort in support of those veterans; and

**WHEREAS**, Flagler County Veterans Advisory Council supports National POW/MIA Recognition Day and encourages all to remember those who have not returned from past conflicts.

**NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** that they hereby proclaim September 21, 2018 as “POW/MIA Recognition Day” in Flagler County, and encourage all residents to participate in remembering by suitable ceremonies.

Dave Lydon, Flagler County Veterans Services Officer, accepted the proclamation.

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

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

**ITEM 4B3 – PROCLAMATIONS – PREPAREDNESS MONTH**

The following Proclamation was read by Chair Hansen:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
RECOGNIZING SEPTEMBER 2018 AS  
“PREPAREDNESS MONTH” IN FLAGLER COUNTY**

**WHEREAS**, Flagler County understands that natural disasters and human-caused emergencies can affect our community; and

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

**WHEREAS**, during Preparedness Month, September 2018, community members are encouraged to take time to educate and prepare themselves and those in their care for emergencies and disasters that can impact our community for extended periods time; and

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

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

**NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** that they hereby declare September 2018 as “**Preparedness Month**” in Flagler County, encouraging all residents, businesses, and visitors to be ready for disasters and emergencies by visiting [www.FlaglerCounty.org/emergency](http://www.FlaglerCounty.org/emergency) to sign up for AlertFlagler notifications and find information on how to:

- Get a Disaster Kit
- Make a Disaster Plan
- Be Informed of the risks in our community; and
- Get Involved in community preparedness

Jonathan Lord, Emergency Management Chief, accepted the proclamation.

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

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

**ITEM 4C – PRESENTATIONS**

None

**ITEM 5 – COMMUNITY OUTREACH**

Major Elizabeth May, US Air Force (Retired), Society of American Military Engineers Membership Director, announced the group's next project was the Cecil Field National POW/MIA Park with a luncheon on September 26 at 11:30 a.m. at the River City Brewing Company, Jacksonville, Florida.

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

Commissioner O'Brien removed Item 7e for discussion.

Commissioner Ericksen removed Item 7h for discussion.

**A motion was made by Commissioner McLaughlin to approve the Consent Agenda with the exception of Items 7e and 7h. Seconded by Commissioner Sullivan.**

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

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

**ITEM 6A – BILLS AND RELATED REPORTS**

The report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court presented in compliance with the provisions of Section 136.06, Florida Statute as listed below were approved as part of the Consent Agenda:

- Disbursement Report for Week Ending August 10, 2018 in the amount of \$956,756.32
- Disbursement Report for Week Ending August 17, 2018 in the amount of \$2,165,834.76

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

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

- August 20, 2018 – Workshop
- August 20, 2018 – Regular Meeting

**ITEM 6C – LAW ENFORCEMENT TRUST FUNDS**

The following allocations of Law Enforcement Trust Funds were approved as part of the Consent Agenda:

- \$13,930 Morpho Track – Mobile Fingerprint Tracking System
- \$500 Knights of Columbus – Youth Programs
- \$1,500 Florida Sheriff's Youth Ranches – Youth Programs

September 5, 2018  
Regular Meeting

**ITEM 7A – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE MATTHEW**

The following proclamations were ratified 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 # 7a**

**SUBJECT:** Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** On October 3, 2016, Governor Scott issued Executive Order No. 16-230 declaring a state of emergency in the State of Florida due to Hurricane Matthew. The following day, on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Matthew struck the County on October 7 devastating the entire coastline of the County, downing many trees countywide, damaging hundreds of homes and knocking out electricity for the vast majority of residents. As a result, on October 11, 2016 and every seventh day thereafter, the Chair, by Proclamation, extended the state of local emergency for additional seven day periods as the County continues the process of recovery. The damaged dune system and severe erosion of the beach makes public infrastructure and neighborhoods on the barrier island vulnerable to storm and tidal events. The coastline remains in disrepair with damaged dunes and much of A1A in Flagler Beach in need of a long term solution.

The County has completed installation of seawalls in Painters Hill and is conducting a dune restoration project by repairing dune walkovers and installing an emergency berm along much of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. In addition, the County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, the County has implemented an educational campaign called, "Dodge the Dunes," to protect the emergency berm and new dune vegetation.

**FUNDING INFORMATION:** N/A

**DEPT., CONTACT, PHONE:** Craig Coffey, County Administrator (386) 313-4001

**RECOMMENDATION:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

**ATTACHMENTS:**

1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 08/21/2018
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 08/28/2018
3. Proclamation Extending State of Local Emergency – Hurricane Matthew, 09/04/2018

  
Craig Coffey, County Administrator

16 AUG 2018  
Date



September 5, 2018  
Regular Meeting

**ITEM 7B – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE IRMA**

The following proclamations were ratified 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 # 7b**

**SUBJECT:** Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** On September 4, 2017, Governor Scott issued Executive Order No. 17-235 declaring a state of emergency in the State of Florida due to Hurricane Irma. The following day, on the recommendation of the Public Safety Emergency Manager and the County Administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Irma struck the County on September 11, 2017 flooding and damaging hundreds of homes, knocking out electricity for the vast majority of residents, and damaging an already compromised dune system on the barrier island. As a result, on September 12, 2017 and every seventh day thereafter the Chair, by Proclamation, extended the state of local emergency for additional seven-day periods as the County continues the process of recovery. The Board has ratified each of the Proclamations at regular meetings.

As part of the recovery, the County has repaired dune crossovers and other public infrastructure along the coastline and installed seawalls in Painters Hill. The County is also conducting a dune restoration project by installing an emergency berm along most of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. The County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, to protect the berm and new dune vegetation, the County has implemented an educational campaign called, "Dodge the Dunes."

**FUNDING INFORMATION:** N/A

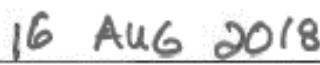
**DEPT., CONTACT, PHONE:** Craig Coffey, County Administrator (386) 313-4001

**RECOMMENDATION:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.

**ATTACHMENTS:**

1. Proclamation Extending State of Local Emergency – Hurricane Irma, 08/21/2018
2. Proclamation Extending State of Local Emergency – Hurricane Irma, 08/28/2018
3. Proclamation Extending State of Local Emergency – Hurricane Irma, 09/04/2018

  
Craig Coffey, County Administrator

  
Date

September 5, 2018  
Regular Meeting

**ITEM 7C – CONSIDERATION OF BID AWARD 18-052B TO BOB’S BARRICADES, INC. AND ACME BARRICADES, LC FOR CONTINUING CONTRACT FOR RENTAL OF TRAFFIC CONTROL DEVICES**

The Bid Award 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 # 7c**

**SUBJECT:** Consideration of Bid Award 18-052B to Bob's Barricades, Inc. and ACME Barricades, L.C. for Continuing Contract for Rental of Traffic Control Devices

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** An Invitation to Bid (ITB) was advertised in the *Flagler News Tribune* as well as publicly broadcast on [www.publicpurchase.com](http://www.publicpurchase.com). ITB 18-052B requested bids from vendors to provide Traffic Control Devices and Maintenance of Traffic Services for Flagler County.

On July 25, 2018, the County received two (2) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents.

Staff recommends the award to both respondents; Bob's Barricades, Inc. and ACME Barricades, L.C. This will provide the County with the ability to issue individual purchase orders, on an as needed basis, based upon the lowest price for the specific devices needed, inventory availability of specific devices and ability to meet schedule and delivery needs.

The total amount of the bid award for each contract is estimated not to exceed \$50,000.00 annually for necessary day to day operations. Expenditures relating to Capital Projects may exceed this annual amount and will be presented to the Board for approval as part of the specific project budget. These contracts will also be utilized as needed for emergency response and recovery operations.

**FUNDING INFORMATION:** Funds will be identified on each purchase order issued.

**DEPT./CONTACT/PHONE #:** Public Works, Faith Alkhatib (386) 313-4006  
Purchasing, Kris Collora (386) 313-4062

**RECOMMENDATIONS:** Request the Board approve Bid Award 18-052B to Bob's Barricades, Inc. and ACME Barricades, L.C. for Continuing Contract for Rental of Traffic Control Devices for a term of award of one (1) year with the option of two (2) one (1) year renewals and authorize the County Administrator to issue purchase orders.

**ATTACHMENTS:**

1. Bid Tabulation

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

16 AUG 2018  
\_\_\_\_\_  
Date

September 5, 2018  
Regular Meeting

**ITEM 7D – CONSIDERATION OF RATIFICATION OF PURCHASE ORDER 25776 TO ENGINEERING SYSTEMS, INC. FOR AIR QUALITY INVESTIGATIONS AND TESTING AT THE SHERIFF’S OPERATIONS CENTER IN THE AMOUNT OF \$47,126.53**

The purchase order was ratified 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 # 7d**

**SUBJECT:** Consideration of Ratification of Purchase Order 25776 to Engineering Systems, Inc. for Air Quality Investigations and Testing at the Sheriff’s Operation Center in the Amount of \$47,126.53.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** In May, the County contracted with Engineering Systems, Inc. to provide an air quality investigation of the Sheriff’s Operation Center. Phase 1 conducted preliminary research to assist with determining a specific hypothesis of what may be causing the problems that have been reported by employees. Upon the completion and review of Phase 1, it was determined to continue to Phase 2 to conduct physical testing of various areas and components in the Sheriff’s Operation Center.


The expenditures through July 31, 2018 relating to Phase 1 and 2 total \$47,126.53.

**FUNDING INFORMATION:** Invoices for Engineering Systems, Inc. are processed through Facilities Management in account #001-1413-519.31-10.

**DEPT./CONTACT/PHONE #:** Purchasing, Kris Collora (386) 313-4062

**RECOMMENDATIONS:** Request the Board approve the ratification of Purchase Order 25776 to Engineering Systems, Inc. for Air Quality Investigations and Testing at the Sheriff’s Operation Center in the amount of \$47,126.53.

**ATTACHMENTS:** None

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

September 5, 2018  
Regular Meeting

**ITEM 7F – CONSIDERATION OF A CONTRACT WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE FLAGLER COUNTY HEALTH DEPARTMENT FOR THE YEAR 2018-2019 IN THE AMOUNT OF \$275,000**

The contract 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 # 7f**

**SUBJECT:** Consideration of a Contract with the State of Florida Department of Health for Operation of the Flagler County Health Department for Year 2018-2019 in the Amount of \$275,000.00.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** This is the 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 2018-2019. This is a standard contract that is entered into every year between the County and the State. The terms and conditions of the body of the contract remain the same as the last two years. The County also provides the Health Department office space as required by law. The Health Department provides a tremendous amount of services to the less fortunate in Flagler County. They deal with septic tanks, pregnant mothers (WIC), vaccinations, rabies, and epidemics, to name a few.

**FUNDING INFORMATION:** The County's appropriated responsibility as provided in the contract, Attachment II, and Part II, item 9. Direct Local Contributions (on page 2 of 3) is \$275,000.00. This is the same amount since 2010-2011. The funding is included the proposed fiscal year 2018-2019 Flagler County budget account number 001-4900-562.81-10.


**DEPT./CONTACT/PHONE #:** Craig Coffey, County Administrator (386)-313-4001  
Robert Snyder, Health Department Admin (386) 437-7350

**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 2018-2019 contract year.

**ATTACHMENT:**

1. Contract between the Board of County Commissioners and the State of Florida Department of Health

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

September 5, 2018  
Regular Meeting

**ITEM 7G – CONSIDERATION OF APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES**

The appointment of Reginald Kirven to the Library Board of Trustees was approved for a three-year term 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 #7g**

**SUBJECT:** Consideration of Appointment to the Library Board of Trustees.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** The Library Board of Trustees serves to aid the Flagler County Library Director in establishing policies regarding the delivery of public library services and to report to the Board of County Commissioners and citizens at least once a year regarding the status, progress, and needs of the library in regard to the provision of these services. There are seven members on this board, each appointed for three-year terms.

The Commission received notice from Mr. Frank Benham of his resignation from this board (Attachment 1). The Commission thanks Mr. Benham for his service to the community as a member of the Library Board of Trustees since 2009.

This vacancy was advertised in the July 4, 2018 edition of the News-Tribune (Attachment 2) and on the County's website, [www.FlaglerCounty.org](http://www.FlaglerCounty.org).

The Commission has received a request for appointment from Mr. Reginald Kirven to fill this position (Attachment 3). Mr. Kirven is also an active member of the Flagler County Parks and Recreation Board and the meeting dates for the Library Board of Trustees would not create a conflict. Mr. Kirven is a Flagler County resident, and a registered voter.

Attached is the current membership roster for the Library Board of Trustees (Attachment 4) for your reference. If any further applications are received, they will be presented to the Board prior to the meeting.


**FUNDING INFORMATION:** N/A

**DEPT./CONTACT/PHONE #:** Christie Mayer, CPS/CAP, Exec. Admin. Asst. (386) 313-4094

**RECOMMENDATION:** Request the Board consider the appointment of Mr. Reginald Kirven to the Library Board of Trustees for a three-year term.

**ATTACHMENTS:**

1. Resignation of Mr. Frank Benham
2. Advertisement in the News-Tribune
3. Request for Appointment from Mr. Reginald Kirven
4. Current Membership of the Library Board of Trustees

  
Craig M. Coffey, County Administrator

  
Date



September 5, 2018  
Regular Meeting

**ITEM 7I – APPLICATION #3136 – FINAL PLAT APPROVAL OF PARTIAL REPLAT OF LOTS 126 THROUGH 134 OF HUNTINGTON VILLAS PHASE 1B SUBDIVISION**

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

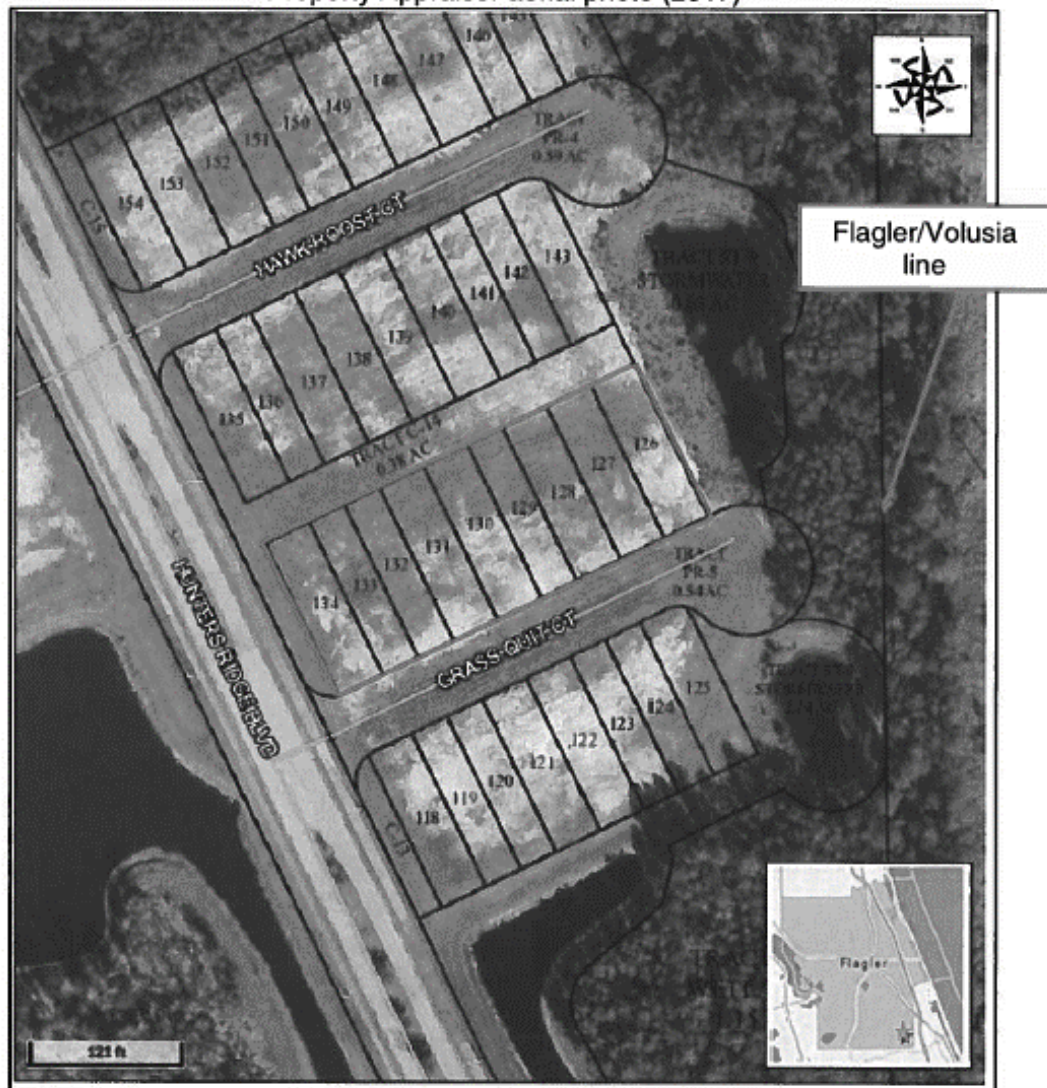
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
CONSENT / AGENDA ITEM #7I**

**SUBJECT:** Application #3136 – Final Plat Approval of Partial Replat of Lots 126 through 134 of Huntington Villas Phase 1B Subdivision, Map Book 38, Pages 71 through 73, Public Records of Flagler County, Florida. Parcel Numbers: 22-14-31-0256-00000-1260 through 22-14-31-0256-00000-1340; 1.0+/- acres. Owner: D&S Investment Capital, LLC/Applicant: Howard Lefkowitz/Agent: Michael Woods and Mark Watts, Cobb Cole, and Randy Hudak, P.E., Zev Cohen & Associates, Inc. (Project #2018040039).

**DATE OF MEETING:** September 5, 2018

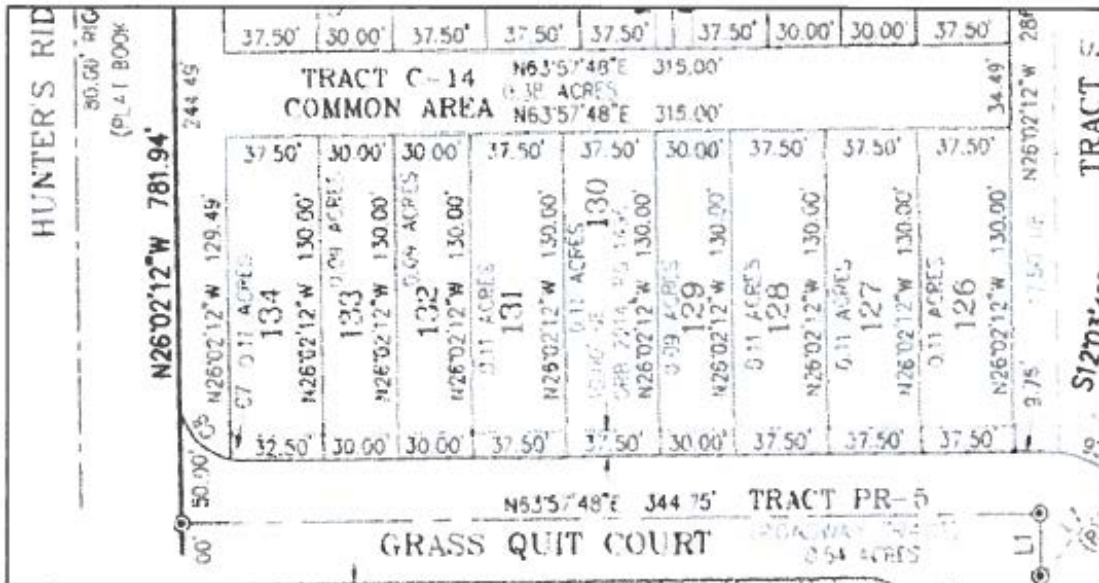
**OVERVIEW/SUMMARY:** This request is for approval of a partial replat of nine lots within the Huntington Villas PUD in the Hunter's Ridge DRI. The property is located on the East side of Hunter's Ridge Boulevard and is one acre in size:

Property Appraiser aerial photo (2017)

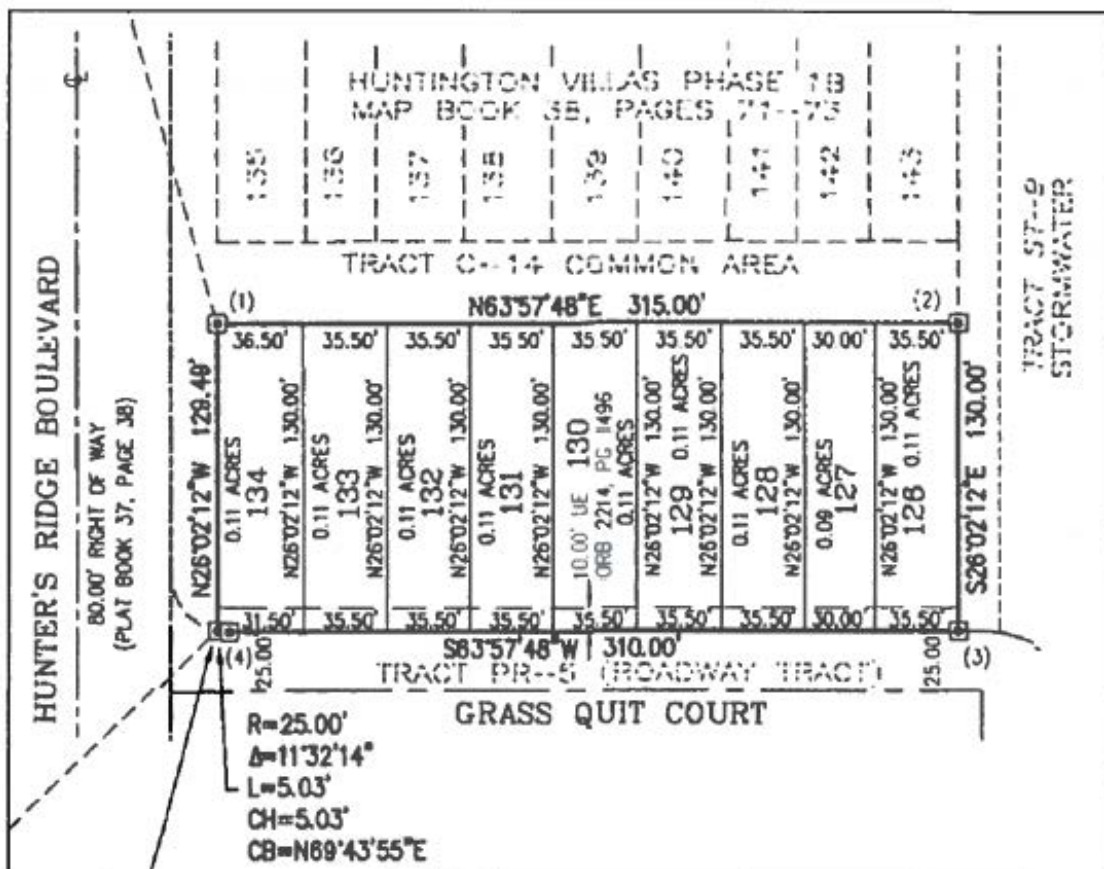


(Item 7i – continued)

As originally platted, these nine lots were intended for development with a duplex, a triplex, and a quadplex (with interior dwelling units on 30-foot wide lots):



As proposed through the replat, development would consist of three duplexes and one triplex:



September 5, 2018  
Regular Meeting

(Item 7i – continued)

On April 16, 2018, this replat was routed to the County's Development Engineer, The County's GIS Specialist/E911 Coordinator, the County Attorney, and the County's Fire Marshal for review and comment. Fees totaling \$1,150.00 were paid by the applicant (attached).

This replat does not create any additional lots. Instead, the proposed replat swaps out unit types based on the present real estate market. The locations of water and sewer connections have been revised based on the shifted lot lines. All lot corners have been set. The reviewing surveyor has signed-off and all review fees have been paid. As part of a CDD, no bonds are required; for reference, a letter attesting to maintenance of improvements by the CDD has been provided.

This request was not reviewed by the full Technical Review Committee or the Planning and Development Board since this application request is a minor replat consisting of one acre of land with no new infrastructure required. Comments from staff were addressed by the applicant prior to the preparation of this agenda item.

**DEPT./CONTACT/PHONE #:** Planning & Zoning/Adam Mengel/(386)313-4065

**RECOMMENDATION:** Request the Board approve the Final Plat for the Partial Replat of Lots 126 through 134 of the Huntington Villas Phase 1B subdivision, finding that the proposed replat is consistent with the Land Development Code, the Comprehensive Plan, the Huntington Villas PUD, and the Hunter's Ridge DRI.

**ATTACHMENTS:**

1. Final plat
2. Title Opinion
3. Reviewing Surveyor letter
4. Surveyor's letter on setting PRMs and lot corners
5. CDD Maintenance Guarantee letter
6. Receipt

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

27 AUG 2018  
\_\_\_\_\_  
Date

08/24/2018 Requested by Planning Director, Adam Mengel  
08/24/2018 Electronic Final Approval





September 5, 2018  
Regular Meeting

**ITEM 7J – CONSIDERATION OF ACCEPTANCE OF PERPETUAL EASEMENT AGREEMENTS FOR SIDEWALK, BIKE PATH, AND UTILITY INSTALLATION WITHIN SEASIDE LANDINGS SUBDIVISION**

The easement agreements were 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 #7j**

**SUBJECT:** Consideration of Acceptance of Perpetual Easement Agreements for Sidewalk, Bike Path, and Utility Installation within Seaside Landings Subdivision, West of and Adjoining the John Anderson Highway Right-of-Way.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** This request is not quasi-judicial in nature and does not require disclosure of ex parte communication. The request is for approval of ten Perpetual Easement Agreements for the construction and maintenance of a sidewalk/paved path adjacent to John Anderson Highway in the Seaside Landings subdivision:

Property Appraiser aerial photo (2017):



The approval of the final plat for Seaside Landings by the Board of County Commissioners on September 7, 2016 required that the developer construct an eight foot wide paved multi-use path along the West side of John Anderson Highway, connecting to the existing

(Item 7j – continued)

paved path on the West side of John Anderson constructed as part of the subdivision improvements for the Flagler Beach Polo Club subdivision to the North of Seaside Landings. The approved plans proposed constructing this path completely within the right-of-way of John Anderson Highway. Due to the location of the side slopes for the West swale, the path's crossing at each intersecting driveway would have required the installation of a headwall along with a handrail, an unforeseen initial construction expense to the developer and an ongoing maintenance – and possibly liability – concern for the County in the future. Instead, the developer opted to shift the path's crossing of each driveway to the West, into each the lots necessitating the preparation of the Perpetual Easement Agreements. Due to the multiple parcels intersecting at each driveway, the easements included 9 of the 10 lots located West of John Anderson, along with Tract D, the Bulow Creek access and recreation tract.

Each of the nine lot owners for Lots 1 through 9, and the developer acting on behalf of the Homeowners Association for Tract D, have executed the attached Perpetual Easement Agreements; however, due to a conveyance in late July 2018, Lot 9's executed Agreement is not included in the backup for this agenda item since the new owner has not yet executed the Agreement. Upon acceptance of all the agreements by the County, they will be recorded in the County's public records by the developer. The developer has constructed the paved path within the identified easements. The County, as the Grantee, from each of the respective lot owners, assumes ongoing maintenance responsibility of the paved path only following the acceptance of these Agreements.

**RECOMMENDATION:** Request the Board of County Commissioners accept the Perpetual Easement Agreements for Sidewalk, Bike Path, and Utility Installation within Seaside Landings Subdivision, West of and adjoining the John Anderson Highway right-of-way, for Lots 1 through 8 and Tract D, and including Lot 9 upon submittal to the County of an executed Agreement identical in form and substance to the others accepted herein, all subject to recording by the developer in the Public Records of Flagler County, Florida.


**DEPT./CONTACT/PHONE #:** Planning & Zoning, Adam Mengel (386) 313-4065

**ATTACHMENTS:**

Perpetual Easement Agreements:

1. Lot 1 – Parcel #38-12-31-5445-00000-0010 – Webb Trust
2. Lot 2 – Parcel #38-12-31-5445-00000-0020 – Kurdock Trust
3. Lot 3 – Parcel #38-12-31-5445-00000-0030 – Oak Creek Trust
4. Lot 4 – Parcel #38-12-31-5445-00000-0040 – Seaside Landings, LLC
5. Lot 5 – Parcel #38-12-31-5445-00000-0050 – Boone
6. Lot 6 – Parcel #38-12-31-5445-00000-0060 – Webster
7. Lot 7 – Parcel #38-12-31-5445-00000-0070 – Sheffield
8. Lot 8 – Parcel #38-12-31-5445-00000-0080 – Smith
9. Lot 9 – Parcel #38-12-31-5445-00000-0090 – Price (Draft, waiting for signature by Grantor)
10. Tract D – Parcel #38-12-31-5445-00000-00D0 – Seaside Landings HOA Inc.

  
Craig M. Coffey, County Administrator  
08/24/2018 Requested by Planning Director, Adam Mengel

  
Date

September 5, 2018  
Regular Meeting

**ITEM 7K – CONSIDERATION OF AN AMENDMENT TO THE CURRENT FUND BALANCE/RETAINED EARNINGS POLICY**

The amendment 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 # 7k**

**SUBJECT:** Consideration of an Amendment to the Current Fund Balance/Retained Earnings Policy.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** Staff is seeking approval to amend Section 1(a) of the current Fund Balance/Retained Earnings Policy to change the minimum reservation of fund balance requirement from 7% to 5% due to extenuating circumstances associated with two hurricanes and the related expenditures.

Hurricanes Matthew and Irma adversely effected Flagler County during Fiscal Year 2016-17. Reserves were used for hurricane expenditures throughout the past two fiscal years. Hurricane Matthew obligated approximately \$4.5M for debris removal and emergency protective measures of which the County has received approximately \$3.5M. Hurricane Irma costs Flagler County over \$1.5M for debris removal and emergency protective measures of which approximately \$102,000 has been received for reimbursement to date.

The Board adopted the Fund Balance/Retained Earnings policy in November of 2006 with a 15% reservation for General fund and 20% for Enterprise funds. In November of 2012 the policy was amended reducing the General fund reservation to a range of 7% to 12% and the Enterprise funds to 10%. The proposed FY18-19 budget includes a 5% reserve in the general fund. This policy amendment will allow the FY18-19 budget to comply with Board policy as we work to rebuild reserves after Hurricanes Matthew and Irma.

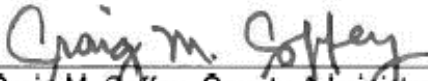
**FUNDING INFORMATION:** General Fund Reserves are appropriated in account 001-5000-587-98-11 and total \$3,989,575 in the proposed FY18-19 Budget.


**DEPT., CONTACT, PHONE:** Financial Services, Lorie Bailey-Brown (386) 313-4036

**RECOMMENDATION:** Request the Board approve a resolution amending the fund balance/retained earnings policy.

**ATTACHMENTS:**

1. Resolution 2012-58
2. Amended Resolution

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date



September 5, 2018  
Regular Meeting

**ITEM 7L – CONSIDERATION OF INTERLOCAL AGREEMENTS WITH THE PROPERTY APPRAISER AND THE TAX COLLECTOR FOR NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE DUNE RESTORATION PROJECT AND PAINTERS HILL SEAWALL SPECIAL ASSESSMENT DISTRICTS**

The interlocal agreements were 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 # 7I**

**SUBJECT:** Consideration of Interlocal Agreements with the Property Appraiser and the Tax Collector for Non-Ad Valorem Special Assessments for the Dune Restoration Project and Painters Hill Seawall Special Assessment Districts.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** The Board of County Commissioners adopted Resolutions 2017-68 and Resolution 2017-69 under Florida law declaring its intent to levy a non-ad valorem special assessment in the Dune Restoration Project and the Painters Hill Seawall Special Assessment Districts. The purpose of the assessments is to initiate and complete projects for recovery from Hurricanes Matthew and Irma for the benefit of the property owners who own land in the Districts and other property owners who benefit by these emergency protective measures. In order to implement the assessments, Florida law requires the County to enter into interlocal agreements with the Property Appraiser and the Tax Collector. The proposed interlocal agreements with both constitutional officers comply with Section 197.3632, Florida Statutes. The statute requires that the constitutional officers be reimbursed for their costs in administering the tax roll for the Districts. Due to the extenuating circumstances of the emergency and that these are entirely voluntarily districts with fewer parcels than for an area assessment district, the Property Appraiser and Tax Collector have agreed to waive their fees. However, as the agreements make clear, these waivers for extenuating circumstances shall not be a precedent for present and future assessment districts.

**FUNDING INFORMATION:** The law requires the County to establish a separate account for the annual assessments. Because the County borrowed funds to provide these projects, a debt service fund will be established in addition to a capital project account. For the Dune Restoration Project District, Fund 214 will be for debt service and Fund 314 is for the capital project. Similarly, for the Painters Hill Seawall District, Fund 213 will be for Debt Service and Fund 313 is for the Capitol Project.


**DEPT./CONTACT/PHONE #:** Al Hadeed, County Attorney (386) 313-4005

**RECOMMENDATIONS:** Request the Board approve the Interlocal Agreements with the Property Appraiser and the Tax Collector for Non-Ad Valorem Special Assessments for the Dune Restoration Project and Painters Hill Seawall Special Assessment Districts.

**ATTACHMENTS:**

1. Interlocal Agreement between Flagler County and the Property Appraiser for Non-Ad Valorem Assessments for the Dune Restoration Project and Painters Hill Seawall Special Assessment Districts
2. Interlocal Agreement between Flagler County and the Tax Collector for Non-Ad Valorem Assessments for the Dune Restoration Project and Painters Hill Seawall Special Assessment Districts

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

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

**ITEM 7E – CONSIDERATION OF FLAGLER COUNTY PROPERTY, AUTO AND LIABILITY INSURANCE COVERAGE RENEWAL**

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

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

**SUBJECT:** Consideration of Flagler County Property, Auto and Liability Insurance Coverage Renewal.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** The County's property, auto, liability and Work Comp insurance provider PRIA (Public Risk Insurance Agency) has provided the renewal figures for fiscal year 2018/19. PRIA's renewal process for the property and casualty insurance renewal includes negotiation with the County's current carrier as well as evaluation of all other competitive carriers. PRIA's engages in evaluation of rates offered by alternative markets as well as comparing the available coverage terms from alternative carriers. PRIA also researches the rates and premiums of other similar counties and cities in Florida to ensure that we are presented with the most competitive rates available. Please find below PRIA's analysis and comments regarding the 2018/19 renewal of the county's property, casualty and workers comp insurance policies.

**Property**

**Expiring premium was \$702,544. Renewal premium is \$745,849.**

The County's current property program includes the lowest hurricane and flood deductible available, guaranteed replacement cost (blanket coverage) for buildings and contents, automatic coverage for property in the open (fences, signs, playground equipment, etc).

**Inland Marine**

**Expiring premium was \$17,392. Renewal premium is \$26,583.**

This increase is due to the heavy equipment that the county has rented for the dune restoration project and contributes to the total property premium. The total property values rose from \$191,072,023 to \$196,597,973.

**General Liability**

**Expiring premium was \$172,428. Renewal premium is \$182,779.**

This increase is due to the increase in total payroll.

**Crime**

**Expiring premium was \$2,000. Renewal premium is \$2,000.**

**Automobile Liability and Physical Damage**

**Expiring premium was \$77,344. Renewal premium is \$83,517.**

This increase is due to 24 new additional vehicles added to our pool.

**Public Officials Liability/Employment Practices Liability**

**Expiring premium was \$82,718. Renewal premium is \$85,940.**

This increase is due to the increase in total payroll.

**Workers Compensation**

**Expiring premium was \$483,629. Renewal premium is \$597,085.**

The cost of Workers Compensation insurance for a business is based on the number of employees, type of duties performed, and the payroll. Staff makes an exerted effort to properly classify each position. For example, if you have a clerical worker, the workers compensation carriers find that as low risk and the premiums reflect it. The carriers view this "job classification" less risky as the employee is in an office environment with little risk of getting hurt. Also, factored

(Item 7e – continued)

into the premiums are prior losses. Also, approximately \$81,000. of this increase is attributed to the State Rate change, an increase in the County's M.O.D. (Experience Modification Rate) and a \$1,193,408. increase in total payroll.

This policy will be effective Oct 1, 2018 and will expire on September 30, 2020. The Public Risk Insurance Agency (PRIA) has consistently worked with Flagler County to offer us the lowest rates and has provided outstanding service.

**FUNDING INFORMATION:** The total premium for property, general liability, automobile, public official & employment practices and workers comp will be \$1,723,753 which is an increase of \$185,698 and will be due on October 1, 2018. These premiums are already included in the FY18-19 proposed budget. 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, liability and workers comp policy renewal with our insurance provider Public Risk Insurance Agency (PRIA).

**ATTACHMENTS:**

1. Public Risk Insurance Agency Premium Recapitulation Information
2. Added properties and vehicles

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

Commissioner O'Brien questioned the workers' compensation modification rate and wanted to make sure the County was doing what it could, such as safety training on a regular basis, in order to save money.

County Administrator Coffey replied the County had safety committees, issued safety bulletins and held health job fairs.

Joe Mayer, Community Services Director, noted a second safety committee was started within Fire Rescue for additional training above and beyond what was usually done. Stated the County was addressing the issue with constant ongoing training.

**A motion was made by Commissioner O'Brien to approve Item 7e as presented. Seconded by Commissioner Ericksen.**

Chair Hansen requested public comments. There was none.

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

September 5, 2018  
Regular Meeting

**ITEM 7H – CONSIDERATION OF BID AWARD 18-054B TO FLORIDA RETROFITS, INC. FOR THE HARDENING OF COUNTY FACILITIES IN THE AMOUNT OF \$80,093.80**

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

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

**SUBJECT:** Consideration of Bid Award 18-054B to Florida Retrofits, Inc. for Hardening of County Facilities in the Amount of \$80,093.80.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** An Invitation to Bid (ITB) was advertised in the *Flagler News Tribune* as well as publicly broadcast on [www.publicpurchase.com](http://www.publicpurchase.com). 18-054B requested bids from vendors to furnish all labor, materials, equipment and supervision for the retrofit of four (4) County facilities, Fire Station #51, Fire Station #71, Espanola Community Center and Haw Creek Community Center. This project will include gable reinforcement, installation of hurricane straps, replacing of doors, windows and garage bay doors with impact resistant products. The project shall provide protection against 140 mph winds or the wind speed protection and impact requirements.

Flagler County's application to the State of Florida Hazard Mitigation Grant Program (HMGP) identified the hardening of these facilities as viable projects. These following projects were subsequently funded through this grant program as project #4283-4-R, 4283-8-R, 4283-68-R, and 4283-75-R.

Project	75% Federal	25% Local Match	Total
Station 71	\$ 71,531	\$ 23,844	\$95,375
Station 51	\$ 67,163	\$ 22,387	\$89,550
Haw Creek	\$ 54,788	\$ 18,262	\$73,050
Espanola	\$ 47,138	\$ 15,712	\$62,850

The approval for submission of the grant applications was approved under Resolution 2017-30 adopted May 15, 2017.

On August 15, 2018, the County received one (1) response as detailed on the attached tabulation sheet. Staff reviewed the bid for conformity to specifications as well as to the terms and conditions outlined in the bid documents. Staff recommends the award to Florida Retrofits, Inc. in the amount of \$80,093.80.

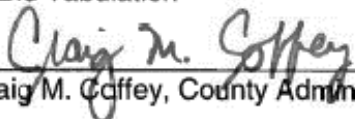
**FUNDING INFORMATION:** Funding for this project is available through the State of Florida Hazard Mitigation Grant Program (HMGP) which requires a local match of 25% (cash or in-kind). The local match is identified in the adopted Fiscal Year 2017-2018 budget.

**DEPT., CONTACT, PHONE:** Purchasing, Kris Collora (386) 313-4062  
General Services, Heidi Petito (386) 313-4185

**RECOMMENDATION:** Consideration of Bid Award 18-054B to Florida Retrofits, Inc. for Hardening of County Facilities in the Amount of \$80,093.80.

**ATTACHMENTS:**

1. Bid Tabulation

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

24 August 2018  
\_\_\_\_\_  
Date

**(Item 7h – continued)**

Commissioner Ericksen noted the County was hardening its sites and asked if that would affect some of the insurance rates.

County Administrator Coffey replied he did not feel it would affect them on the front end, but would defiantly affect them on the back end and explained.

Chair Hansen requested public comments. There was none.

**A motion was made by Commissioner Ericksen to approve Item 7h as presented. Seconded by Commissioner O'Brien.**

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

**ITEM 8 – GENERAL BUSINESS**

None

UNOFFICIAL



September 5, 2018  
Regular Meeting

**PUBLIC HEARINGS**

**ITEM 9A – LEGISLATIVE – CONSIDERATION OF AN AMENDMENT TO THE LAND DEVELOPMENT CODE TO ADD THE REQUIREMENT FOR UNINCORPORATED RESIDENCY AND PROHIBITING DUAL-OFFICE HOLDING CONSISTENT WITH THE FLORIDA CONSTITUTION – FIRST READING AND ADOPTION**

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

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING / AGENDA ITEM # 9a**

**SUBJECT:** **LEGISLATIVE** – Consideration of an Amendment to the Land Development Code to Add the Requirement for Unincorporated Residency and Prohibiting Dual-Office Holding Consistent with the Florida Constitution – First Reading and Adoption.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** This request is legislative in nature (not quasi-judicial) and does not require disclosure of ex parte communication. Staff is seeking approval of an ordinance amending Section 2.05.02 of the Land Development Code pertaining to membership on the Planning and Development Board. The last amendment to the membership requirements, approved by the Board of County Commissioners through Ordinance No. 2009-10 on November 2, 2009, provided for relief of the requirements related to elector status, residency requirements, and homestead for Planning and Development Board membership. To address current challenges associated with obtaining qualified applicants for the Planning and Development Board, staff has prepared an ordinance to amend the provisions related to eligibility requirements. More specifically, the ordinance would require that a selectee be an unincorporated resident, coinciding with the jurisdictional area under the authority of the Planning and Development Board. Additionally, the amended ordinance incorporates the dual-office holding prohibition of Article II, section 5(a), of the Florida Constitution, which prohibits elected and certain other officials from serving on the Planning and Development Board.

The ordinance retains all of the prior provisions including, but not limited to, the following;

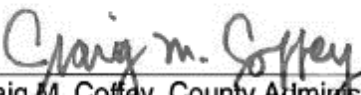
- When competing applications for a board opening are received, those applicants with experience in the field of planning and zoning shall receive special consideration.
- Whenever possible, the Commission should attempt to include applicants in specific field/professions as outlined within the ordinance.
- County Commission may waive the elector, full-time permanent unincorporated residency, homestead, and geographic area representation limits.

**DEPT./CONTACT/PHONE #:** Planning & Zoning / Adam Mengel / (386) 313-4065

**RECOMMENDATION:** Request the Board adopt on first and final reading an amendment to Section 2.05.02 of the Land Development Code to provide for members to be selected from unincorporated areas and the incorporation of the prohibition on dual-office holding from Article II, section 5(a), Florida Constitution.

**ATTACHMENTS:**

1. Ordinance Section 2.05.02 of the Land Development Code
2. Legal Notice

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

**(Item 9a – continued)**

Adam Mengel, Planning and Zoning Director, stated staff was trying to coincide the eligible membership of the Planning Board with people that were within the jurisdiction of the unincorporated county, and prohibit dual office holding and members from being city or county employees.

County Administrator Coffey stated the County was trying to clarify that the Planning Board was strictly unincorporated Flagler County and had no jurisdiction over any city. Pointed out it also would allow the BCC to waive the requirements if someone could not be found.

Commissioner O'Brien stated he raised the issue after being contacted by a couple of residents who received a letter stating they would not be considered because they were residents of Palm Coast or another city, so he asked that the wording be cleaned up. Noted it could affect the cities when dealing with a contiguous parcel and he wanted to know what other counties did. Pointed out unincorporated Flagler County was scattered around the county and not all in one area. Wondered if a disservice was being done to all of the residents in Flagler County because they might need representation.

Questioned if the County Attorney had looked at it and if it should have been run through the Planning Board first because it was a change to the Land Development Code.

Mr. Mengel noted it would take a super majority to waive the requirements and stated the Planning Board did not review the item, even though the Land Development Code did require it to review, provide changes and provide a recommendation to the BCC.

Commissioner O'Brien stated he understood if they wanted to limit representation to mainly unincorporated residents, but noted there was an interest from other residents in the activity of this board.

County Administrator Coffey replied the BCC could organize the Planning Board however it wanted, but he did not think unincorporated residents were allowed on a city board. Stated if the BCC wanted he could propose an interlocal agreement that each jurisdiction appoint a member to each other's board. Noted city decisions impact unincorporated residents, as well, and the statute provided for a joint planning board, if the BCC wanted to do that.

Commissioner Sullivan asked if development of the Airport area was covered by the County's planning board.

County Administrator Coffey replied it did, noting it was covered by the interlocal agreement that required a swapping of plans between the City of Palm Coast and the County for certain areas in and around the Airport.

Commissioner McLaughlin commented this was the first and final reading.

September 5, 2018  
Regular Meeting

**(Item 9a – continued)**

County Administrator Coffey pointed out it did not go before the Planning Board because it was not a land development issue; it was the organizational makeup of that board.

**A motion was made by Commissioner McLaughlin to approve Item 9a as presented.  
Seconded by Commissioner Sullivan.**

Chair Hansen requested public comments. There was none.

**Chair Hansen called the question. Motion carried 4 to 1 with Commissioner O'Brien dissenting.**

UNOFFICIAL

**ITEM 9B – CONSIDERATION OF FISCAL YEAR 2018-19 ASSESSMENT RATES AND ASSESSMENT ROLLS FOR THE DAYTONA NORTH SERVICE DISTRICT, BIMINI GARDENS MSBU, ESPANOLA SPECIAL SERVICE DISTRICT, RIMA RIDGE SPECIAL SERVICE DISTRICT, FLAGLER ESTATES MSTU, NORTH MALACOMPRA DRAINAGE BASIN DISTRICT, MARINELAND ACRES DRAINAGE BASIN DISTRICT, AND FLAGLER COUNTY MANDATORY SOLID WASTE COLLECTION AND DISPOSAL SPECIAL ASSESSMENT DISTRICT**

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

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING / AGENDA ITEM # 9b**

**SUBJECT:** Consideration of Fiscal Year 2018-19 Assessment Rates and Assessment Rolls for the Daytona North Service District, the Bimini Gardens Municipal Service Benefit Unit, the Espanola Special Service District, the Rima Ridge Special Service District, Flagler Estates MSTU, North Malacompra Drainage Basin District, Marineland Acres Drainage Basin District, and the Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** Beginning in 1991, the Board of County Commissioners has levied a number of non-ad valorem assessments for a variety of services. The public hearing being held today is for the purpose of approving the assessment rates and assessment rolls for fiscal year 2018-19. The assessments to be considered as a part of this public hearing are as follows:

The Daytona North Service District was originally created on December 29, 1983 for the purpose of maintenance and paving of roadways. The proposed fiscal year 2018-19 assessment rate of \$0.58 per front foot of benefitted property has remained constant since fiscal year 1992-93. The proposed rate will allow the continuation of services within the District.

The Bimini Gardens Municipal Service Benefit Unit was created, pursuant to Flagler County Ordinance 99-91 on December 20, 1999, for road projects and services. Since fiscal year 1992-93, the assessment rate has remained constant at \$0.58 per front foot of benefitted property.

On February 28, 2002, the Board of County Commissioners approved the creation of Espanola Special Assessment District for the purpose of providing mosquito control services. The proposed fiscal year 2018-19 assessment rate of \$11.76 per special assessment unit has remained constant. The proposed rate will allow the continuation of services within the District.

On February 28, 2002, the Board of County Commissioners approved the creation of Rima Ridge Special Assessment District for the purpose of providing mosquito control services. The proposed fiscal year 2018-19 assessment rate of \$14.62 per special assessment unit has remained constant. The proposed rate will allow the continuation of services within the District.

On August 15, 2005, the Board established the Flagler Estates Municipal Service Taxing Unit (MSTU). Services to be provided include fire protection, law enforcement, recreation services, facilities, water, alternate water supplies, sidewalks, streets, street lighting, garbage, transportation, emergency services, and indigent health care and other essential governmental purposes. At this time, an associated budget has not been established. Accordingly, no non-ad valorem assessment is contemplated for the Flagler Estates MSTU.

The Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District was created pursuant to the provisions of Flagler County Ordinance Number 07-08, dated July 9, 2007. The stated purpose of this district "is to assure that all solid waste generated and accumulated within Flagler County shall be collected, removed and disposed of by an authorized collector, except as otherwise provided herein, in a proper, sanitary and efficient manner, to eliminate illegal dumping within the county, to provide an effective method of collecting the special assessment charges provided herein, and to promote the general health, safety and welfare of the citizens of Flagler County, Florida". Special assessments were imposed against benefitted properties in this district for the first time in fiscal year 2007-08 at a rate of \$231.24 per residential

(Item 9b – continued)

unit. The rate for fiscal year 2008-09 through 2011-12 was \$249.36. The rate for fiscal year 2013-14 was \$221.64 under terms of agreement approved on May 21, 2012. This agreement provided for the use of compressed natural gas vehicles reducing the rate per residential unit to \$18.32 per residence per month or \$219.84 for fiscal year 2015-16 through fiscal year 2016-17. A new contract for collection and disposal services was approved on April 3, 2017 increasing the monthly rate charged to Flagler County at \$19.82 per residence per month effective June 1, 2017. The special assessment in fiscal year 2018-19 is \$237.84.

On September 12, 2016, the Board of County Commissioners established the North Malacompra Drainage Basin District and the Marineland Acres Drainage Basin District for improvements and maintenance of a stormwater master plan and drainage system to mitigate flooding and pollution from the basin area. The initial rates for the North Malacompra District were \$30/parcel in FY 2016-17 and will remain the same for FY 2018-19. The initial rates for the Marineland Acres District were \$435/parcel for developed property and \$220/parcel for undeveloped property in FY 2016-17 and will also remain the same in FY 2018-19 as well.

**FUNDING INFORMATION:** Special Assessment Revenues generated from the non-ad valorem assessments contemplated in the attached Resolution have been included within the appropriate funds in the proposed fiscal year 2018-19 budget, to be approved at the September 20, 2018 final public hearing to adopt the budget.

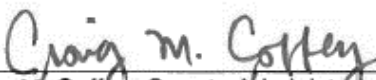
**DEPT./CONTACT/PHONE #:** Financial Services, Lorie Bailey-Brown, Director (386) 313-4036

**RECOMMENDATIONS:** Request the Board of County Commissioners approve the attached resolution approving the assessment rolls and setting the non-ad valorem assessment rates as follows:

Entity	Fiscal Year 2018-19 Assessment Rate
The Daytona North Service District	\$0.58 per front foot
The Bimini Gardens Municipal Service Benefit Unit	\$0.58 per front foot
The Espanola Special Service District	\$11.76 per special assessment uni
The Rima Ridge Special Service District	\$14.62 per special assessment uni
The Flagler Estates MSTU	\$0.00 per parcel
The Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District	\$237.84 per residential unit
North Malacompra Drainage Basin District	\$30.00 per parcel
Marineland Acres Drainage Basin District	\$435.00 per developed lot \$220.00 per vacant lot

**ATTACHMENTS:**

1. Resolution Approving Special Assessment Rolls and Special Assessment Rates.
2. DR-408A Certificate to Non-Ad Valorem Assessment Roll

  
Craig M. Coffey, County Administrator

  
Date

**(Item 9b – continued)**

County Administrator Coffey stated there were no changes to the assessments and staff recommended approval.

Chair Hansen requested public comments. There was none.

**A motion was made by Commissioner McLaughlin to approve Item 9b as presented.  
Seconded by Commissioner Ericksen.**

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

UNOFFICIAL

September 5, 2018  
Regular Meeting

**ITEM 9C – PUBLIC HEARING TO LEVY NON-AD VALOREM ASSESSMENTS FOR FISCAL YEAR 2018-19 FOR THE DUNE RESTORATION PROJECT SPECIAL ASSESSMENT DISTRICT AND ADOPT ASSESSMENT RESOLUTION**

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

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING / AGENDA ITEM # 9c**

**SUBJECT:** Public Hearing to Levy Non-Ad Valorem Assessments for the Fiscal Year 2018-19 for the Dune Restoration Project Special Assessment District and Adopt Assessment Resolution.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** Staff is seeking approval of a Resolution adopting a non-ad valorem assessment roll for the 2018-19 fiscal year and continuing thereafter annually for five years for the Dune Restoration Project. The assessments cover a portion of the cost of constructing an emergency berm (dune) system to mitigate for hurricane damage. The Board of County Commissioners created the Dune Restoration Project Special Assessment District in December 2017 to address hurricane damage to the portion of the beach within this Assessment District. The Board utilized the uniform method for the levy, collection and enforcement of non-ad valorem assessments to defray a portion of the costs of the project. The Board also approved Temporary Easements and Voluntary Assessment Agreements with the property owners, two Home Owner Associations (HOAs) and the Club at Ocean Hammock. The district consists of 15 parcels. The owners made substantial contributions to the project costs, including down payments totaling \$690,468.

To further finance the capital cost of the project, the Board in June 2018 approved a Taxable Special Assessment Revenue Note, Series 2018B which totaled \$3,112,000. The Dune Restoration project is currently underway, including plantings to stabilize and restore the natural function of the dune.

The total estimated budget for this project is \$4,164,311. The cost of bond issuance adds an additional \$38,765. The Board will use the special assessment revenue to pay the debt service on the bond. The Board has found that the properties will receive a special benefit from the Dune Restoration project. The methodology for computing the special assessments per parcel is based on translating the project cost to a uniform unit of measure. The most fair and reasonable unit of measure is the per tonnage cost of placing sand on the beach based on spreading all project costs to a per tonnage amount. That unit amount is \$2.77 per ton of sand placed on the beach.

On August 7, 2018, the County mailed a notice of special assessment to each property owner providing the date and time of this public hearing, and on August 15, 2018, an advertisement was placed in the News-Journal noticing this public hearing to levy the special assessment for the district. None of the property owners or others that may be affected by the assessments have filed any objections to the assessment notice.

**FUNDING INFORMATION:** Special Assessments will be appropriated in the FY18-19 Budget in Fund 214 Taxable Special Assessment Revenue Series 2018B.

**DEPT., CONTACT, PHONE:** Lorie Bailey-Brown, Financial Services Director (386) 313-4008

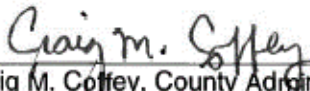
September 5, 2018  
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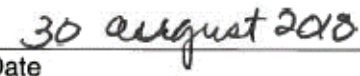
(Item 9c – continued)

**RECOMMENDATION:** Request the Board approve the resolution levying the Non-Ad Valorem Assessments for the Fiscal Year 2018-19 for the Dune Restoration Project Special Assessment District.

**ATTACHMENTS:**

1. Assessment Roll Resolution
2. Map of District
3. Legal Ad

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

County Attorney Hadeed presented the item and explained the methods used to establish the special assessment district. Advised letters went out to all property owners in the special assessment district. Stated the County had communications with the property owners, but no objections.

Chair Hansen requested public comments. There was none.

**A motion was made by Commissioner McLaughlin to approve Item 9c as presented. Seconded by Commissioner O'Brien.**

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



September 5, 2018  
Regular Meeting

**ITEM 9D – PUBLIC HEARING TO LEVY NON-AD VALOREM ASSESSMENTS FOR FISCAL YEAR 2018-19 FOR THE PAINTERS HILL SEAWALL SPECIAL ASSESSMENT DISTRICT AND ADOPT ASSESSMENT RESOLUTION**

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

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING / AGENDA ITEM # 9d**

**SUBJECT:** Public Hearing to Levy Non-Ad Valorem Assessments for the Fiscal Year 2018-2019 for the Painters Hill Seawall Special Assessment District and Adopt Assessment Resolution.

**DATE OF MEETING:** September 5, 2018

**OVERVIEW/SUMMARY:** Staff is seeking approval of a Resolution adopting a non-ad valorem assessment roll for the 2018-2019 fiscal year and continuing thereafter annually for fifteen years to partially cover the cost for constructing seawalls in Painters Hill to mitigate for hurricane damage. The Board of County Commissioners created the Painters Hill Seawall Special Assessment District in December 2017 to address hurricane damage to the portion of the beach within this Assessment District. The Board utilized the uniform method for the levy, collection and enforcement of non-Ad valorem assessments to defray a portion of the costs of the project. The Board also approved Temporary Easements and Voluntary Assessments Agreements with each of the 19 property owners in this Assessment District.

In January 2018, the County Administrator sent a Seawall Project Letter to each property owner outlining maximum construction costs and maximum finance costs with direction for self-financing. The project began in February 2018 and was completed in May 2018. The total construction cost was \$1,507,840. In March 2018, a Taxable Special Assessment Revenue Bond, Series 2018A totaling \$1,520,000 was issued for this construction project. Loan Issuance costs total \$31,100. The Board will use the special assessments to pay the debt service on this bond.

The Board has found that the properties will receive a special benefit from the installation of the seawalls. The methodology for computing the special assessments per parcel is based on translating the project cost to a uniform unit of measure. The most fair and reasonable unit of measure is the per linear foot cost of constructing the seawalls. That unit amount is \$116.29 per linear foot of seawall.

On August 7, 2018, the County mailed a notice of special assessment to each property owner providing the date and time of this public hearing, and on August 15, 2018, an advertisement was placed in the News-Journal noticing this public hearing to levy the special assessment for the district. None of the property owners or others that may be affected by the assessments have filed any objections to the assessment notice.

**FUNDING INFORMATION:** Special Assessments will be appropriated in the FY18-19 Budget in Fund 213 Bond Taxable Special Assessment Revenue Series 2018

**DEPT., CONTACT, PHONE:** Lorie Bailey-Brown, Financial Services Director (386) 313-4008

**RECOMMENDATION:** Request the Board approve the Resolution levying the Non-Ad Valorem Assessments for the Fiscal Year 2018-2019 for the Painters Hill Seawall Special Assessment District.

(Item 9d – continued)

**ATTACHMENTS:**

1. Assessment Roll Resolution
2. Map of District
3. Legal Ad

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date

County Attorney Hadeed stated notices were sent to the Painters Hill community that were part of the district, which contained a great deal of information. Stated staff had to amend the exhibit “Seawall Properties” and take out one of the properties before the resolution was it executed

Commissioner Sullivan noted on the exhibit there were properties shown as “not included”. Asked what that meant and wanted an explanation of the movement for additional seawalls.

County Attorney Hadeed replied it meant there were no assessments on those properties and for two of them there was no seawall construction due to the condition of the property.

County Administrator Coffey stated staff held a town hall meeting and sent a letter to all of the remaining people in the seawall section to Varn Park not previously covered. Noted there were approximately 12 additional properties that might be eligible.

Chair Hansen requested public comments. There was none.

**A motion was made by Commissioner McLaughlin to approve Item 9d as presented.  
Seconded by Commissioner Ericksen.**

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

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

County Administrator Coffey reported the following:

- Holden House request to be on the National Register of Historical Places had been forwarded to the National Park Service
- CR205 work would be substantially complete by September 8, 2018
- Emergency Management staff to host the advanced incident command course at the EOC
- Water Oak and Haw Creek Roads now in the design phase
- 911 and radio system interagency coordination now underway

Chair Hansen stated he continued to receive comments on drainage in the Armand Beach/Sea Colony areas and would like to know what the County would be doing to address the problems.

County Administrator Coffey stated there was still work on the ditch and there was not a lot of drainage easements for access to clean the ditch. Stated he would work with the homeowners' associations.

Commissioner O'Brien stated he received an email about sidewalk repairs on Colbert Lane and asked if they would be cleaning up Grady Prather Cove and the Herschel King Park entrance, sidewalks and the areas around the park.

County Administrator Coffey replied staff had responded to the email. Stated the road was being resurfaced, but the other was not part of that project.

Commissioner Sullivan noted Colbert Lane had been resurfaced with bike lanes and a full concrete pad for utility access.

Chair Hansen requested a report to the public on the dune restoration and asked if the work was now past Varn Park.

County Administrator Coffey stated it was past Varn Park, but the park was still closed and being used as a staging area.

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

County Attorney Hadeed spoke about comments arising from the original deliberations on the Sheriff's Operations Center from July 2014 to date. Advised the Ethics Commission, Elections Commission, state attorney investigations, Florida Bar complaint were again being circulated. Stated as the BCC's counsel where an assertion was made of a purported fact when the investigating agencies had thoroughly investigated the claims and dismissed without merit, with some on the basis they were maliciously made, he would defend the reputation of himself and the County Government. Stated he would be looking at what people were writing and uttering and if he saw repetition of past false claims he would be back before the BCC asking it to take action. He spoke on the rising cost of insurance attributed to the past false claims and litigation.

**ITEM 10C – COMMISSION ACTION**

None

**ITEM 10D – COMMUNITY OUTREACH**

None

**ITEM 10E – COMMISSION REPORTS/COMMENTS**

Commissioner Sullivan spoke about a multiple county lawsuit that could affect Flagler County monetarily regarding about multi-language voting ballots.

Commissioner Ericksen recognized the large number of POW/MIAs still missing and remembered the sacrifices they and their families had made.

**ADJOURNMENT**

**The meeting was adjourned by consensus at 10:37 am.**

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

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Gregory L. Hansen  
Chair

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**SEPTEMBER 5, 2018**

**WORKSHOP**

Present: Chair Gregory Hansen, Vice Chair Donald O'Brien, Commissioners Charles Ericksen, Nate McLaughlin and David Sullivan, County Administrator Craig Coffey, and Recording Clerk Deb Jenkins

Absent: County Attorney Al Hadeed

**ITEM 1 – CALL TO ORDER**

Chair Hansen called the Workshop to order approximately 1:00 p.m. in the Emergency Operations Center at the Government Services Complex in Bunnell, Florida.

**ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE**

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

**ITEM 3 - WELCOME**

Chair Hansen welcomed everyone.

**ITEM 4 – SALARY SURVEY DISCUSSION AND PRESENTATION BY EVERGREEN SOLUTIONS, LLC**

Joe Mayer, Community Services Director, stated the County contracted with Evergreen Solutions to do a pay classification study. Introduced Dr. Jeffrey Ling, Executive Vice President, Evergreen Solutions. Reviewed Dr. Ling's background and qualifications.

Dr. Ling gave a presentation of the Market Summary for Flagler County (*on file in the Clerk's Office*). Explained the study included an assessment of the current compensation system and identified the differences between Flagler County's compensation practices versus its peers as part of the review and from a best practice standpoint. Explained the survey had been sent to a set of similar organizations, as well as, those within commuting distance and resulted in 18 responses with adjustments for cost of living differentials. Continued with his presentation. Reviewed classifications where the differential was greater than 15% in actual take home pay, explaining 15% was the beginning of the threshold which was found to influence behavior, such as thinking about finding another employer. Stated greater than 15% showed a willingness to consider that alternative, while less than 15% found it less likely that a person was willing to transition from one employer for another.

Commissioner Sullivan asked if benefits were taken into consideration.

Dr. Ling replied no, this was cash compensation only. Recommended adopting a step-based compensation plan and adjust the starting salary ranges for each grade to account for the gap in the market average. Reviewed methods to implement and recommended Human Resources

**(Item 4 – continued)**

continue with small-scale salary surveys on an annual basis, with a more comprehensive look every three to five-year cycle.

Mr. Mayer stated Evergreen's salary study and recommendations were the beginning point for the wage adjustments the County intended on making. Gave a presentation (*on file in the Clerk's Office*) regarding implementation of the step plan and phasing in any adjustments above the 3% over the next three fiscal years. Added the County would bring the current minimum starting hourly rate from \$9.72 to \$12 per hour and implement a step plan for all employees based on merit and longevity. Noted year one was already funded.

There was further discussion.

Commissioner O'Brien favored a merit based component. Recommended considering a high potential employee program, not necessarily tied to dollars, but to development and training, which would help on the retention side.

County Administrator Coffey agreed.

Commissioner Ericksen asked what the impact would be on the employer's contribution to the Florida Retirement System.

Mr. Coffey replied the recommendations included salary and benefits, including retirement contributions, for budgetary purposes. Added everyone was getting 3%, but not everyone was getting an adjustment.

Commissioner Ericksen asked would a person who was above the pay range get the same treatment.

Mr. Coffey replied everyone would get 3%.

Commissioner O'Brien stated conceptually this was taking County in the right direction and it was incumbent to think of the long-term future to position itself as a professional organization that attracted and retained people. Commented millennials were the key component going forward because the workforce would turn over and the County needed to prepare for that.

Mr. Coffey thanked the BCC on behalf of the employees, stating many had worked through the downturn and this action was very much appreciated.

**ITEM 5 – PUBLIC COMMENTS**

None

September 5, 2018  
Workshop

**ADJOURNMENT**

**The meeting adjourned by consensus at 1:53 p.m.**

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

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Gregory L. Hansen  
Chair

UNOFFICIAL

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**SEPTEMBER 6, 2018**

**FIRST PUBLIC BUDGET HEARING FY 2018-19**

Present: Chair Gregory Hansen, Vice Chair Donald O'Brien, Commissioners Charles Ericksen, Nate McLaughlin and David Sullivan, County Administrator Craig Coffey, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

Chair Hansen called the meeting to order at 5:30 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

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

**ITEM 1 – OPEN THE PUBLIC HEARING**

Chair Hansen opened the Public Hearing.

**ITEM 2 – BUDGET OVERVIEW**

County Administrator Craig Coffey gave the FY 2018-19 Budget Overview presentation (*on file in the Clerk's Office*).

**ITEM 3 – BUDGET ADOPTION OVERVIEW**

Kelly Spence, Financial Services, gave an overview stating the purpose of the Public Hearing.

**ITEM 4A – ANNOUNCE THE PERCENTAGE INCREASE IN THE AGGREGATE TENTATIVE MILLAGE RATE OVER THE AGGREGATED ROLLED BACK RATE**

Ms. Spence announced the aggregate proposed millage rate for FY 2018-2019 as 8.3425 mills and the aggregate rolled back millage rate was 7.7196 mills. Stated the proposed millage rate of 8.3425 mills represented an increase of 8.07% from the rolled back rate of 7.7196 mills.

**ITEM 4B – DISCUSS THE SPECIFIC PURPOSE(S) FOR THE TAX INCREASE**

Lauren Shank, Financial Services, announced the reason for the tax increase was to fund the FY 2018-19 operating budget including public safety requirements as detailed in the County Administrator's presentation.

**ITEM 4C – ALLOW COMMENTS FROM THE PUBLIC REGARDING THE ADOPTION OF THE TENTATIVE MILLAGE RATE AND BUDGET**

Jane Gentile Youd, Plantation Bay, spoke against the tax rate being raised and asked the Chair to confirm the overall total millage if passed would be 8.7. Noted the Plantation Bay utility was paid for solely by the residents of Plantation Bay and they were not aware of a new water treatment plant being built. Asked what the interest rate was on the \$10 million loan.



First Budget Public Hearing  
September 6, 2018

**(Item 4c – continued)**

County Administrator Coffey confirmed 8.3425 was the final operating millage that included the additional for Environmentally Sensitive Lands. Stated the total millage that included the debt service levy was 8.7247 mills.

Stated he thought the interest rate on the \$10 million was between 3.5% and 4%, but did not have that information in front of him.

Commissioner Sullivan noted the many workshops the BCC had and that it went over the entire budget in detail.

Dianne Aubin, Palm Coast, spoke against the millage increase from Palm Coast and Flagler County, stating she would like to talk to someone about her concerns.

County Administrator Coffey stated staff would contact her and help to answer any questions.

Larisa Bolotnikov, Palm Coast, spoke against the millage increase from the County and Palm Coast. Thanked the BCC for explaining the budget.

County Administrator Coffey noted the County's budget was online and commented on the depth of detail available for the public to see.

Natalia Samoilov, Palm Coast, spoke against the millage increase from the County and Palm Coast. Stated her family moved recently in order to retire in Flagler County, but due to the increase in property taxes she questioned if they would be able to retire.

Commissioner Ericksen suggested she contact the City of Palm Coast with her concerns.

Vadim Zaitsev, Palm Coast, spoke against the millage increase from Palm Coast and Flagler County. He broke down the parts of the budget and how they had increased.

There was no further public comment.

**ITEM 4D – CONSIDER APPROVAL OF THE RESOLUTION TO ADOPT THE TENTATIVE MILLAGE RATES**

Ms. Shank read Resolution 2018-64 by title.

**A motion was made by Commissioner McLaughlin to adopt Resolution 2018-64. Seconded by Commissioner Sullivan.**

**Chair Hansen called the question. Motion carried 3 to 2 with Commissioners Hansen and O'Brien dissenting.**

**ITEM 4E – CONSIDER APPROVAL OF BUDGET CHANGES BY FUND**

A motion was made by Commissioner McLaughlin to approve the budget changes by fund. Seconded by Commissioner Sullivan.

Chair Hansen called the question. Motion carried 3 to 2 with Commissioners Hansen and O'Brien dissenting.

**ITEM 4F – CONSIDER APPROVAL OF THE RESOLUTION TO ADOPT THE TENTATIVE BUDGET AS AMENDED**

Brian Eichinger, Financial Services, read Resolution 2018-65 by title.

A motion was made by Commissioner McLaughlin to adopt Resolution 2018-65. Seconded by Commissioner Ericksen.

Chair Hansen called the question. Motion carried 3 to 2 with Commissioners Hansen and O'Brien dissenting.

**ITEM 4G – ESTABLISH AND PUBLICLY ANNOUNCE THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER FINAL ADOPTION OF THE MILLAGE RATES AND BUDGET AS AMENDED**

A motion was made by Commissioner McLaughlin to approve staff's recommendation of Thursday, September 20, 2018 at 5:30 p.m. in the Board Chambers to consider final adoption of the millage rates and budget as amended. Seconded by Commissioner Sullivan.

Chair McLaughlin called the question. Motion carried unanimously.

**ADJOURNMENT**

The meeting was adjourned by consensus at 6:55 pm.

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

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Gregory L. Hansen  
Chair

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST FORM**



This form is to be used for issues that may warrant specific discussion and/or action at a Regular Commission meeting such as proclamations, resolutions and recognition of local individuals, civic group's, etc. or matters that may be of major concern to the entire community. Please submit this form to the County Administrator's office 20 days in advance of the requested scheduled Commission meeting date. Agenda requests will be reviewed by the County Administrator's office to determine if the issue requires or deserves Board discussion and/or action. If the agenda request is approved, requestors will be contacted regarding the date the item will be on the agenda. If you have any questions, please call 386/313-4001.

If your agenda request is not approved it should be noted that any person, group or organization is welcome to address the Commission regarding matters of interest related to Flagler County government. A thirty-minute time period for public comment is allocated at the beginning and the end of each regular Board meeting. Speakers are allowed up to three minutes to address the Commission on items not on the agenda. A sign-in sheet is provided at the entrance to the Board room for those who wish to address the Commission. This Request form is not required to be filled out for those who wish to address the Commission during the Public Comment portion of Commission meetings.

**PLEASE PRINT**

Applicant's Name: Rick Staly, Sheriff

Phone: 386-437-4116 Email: rstaly@flaglersheriff.com

Address: 901 E. Moody Blvd., Bunnell, FL 32110

Group or Organization Name (if applicable) Flagler County Sheriff's Office

Subject Matter to be Discussed: Approval to allocate \$20,200.00 from the Law Enforcement Trust Fund to procure a Tactic ID Handheld Narcotic Identification kit.

Has the subject been discussed and/or reviewed by County Departments or Officials?  No  Yes:

Name(s) of County Dept. or Officials issue discussed with \_\_\_\_\_

Specific questions and/or action desired from the Board of County Commissioners:

Requesting approval to allocate \$20,200.00 from the Law Enforcement Trust Fund to procure a Tactic ID Handheld Identification kit. This handheld equipment minimizes exposure to hazardous contents, establishes immediate probable cause for making an arrest, reduces recurring costs for field test kits and reduces "false positives" as seen with standard field test kits

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Presentations limited to 15 minutes per adopted Commission Meeting Procedures. All documents submitted become public record and must remain on file with the County Clerk.

**\*Fax completed form to 386-313-4101 20 days in advance of the scheduled meeting requested\***

For Office Use Only	
<u>Craig M. Coffey</u>	<u>10 / SEP / 2018</u>
Signature of County Administrator	Date
Assigned to Agenda: <u>17 / SEP / 2018</u>	Revised 02/11/10



**Rick Staly, Sheriff**  
**FLAGLER COUNTY SHERIFF'S OFFICE**

*"An honor to serve, a duty to protect."*

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August 20, 2018

Honorable Gregory Hansen, Chairman  
Flagler County Board of County Commissioners  
1769 E. Moody Blvd., Bldg. 2, Suite 302  
Bunnell, FL 32110

RE: Law Enforcement Trust Fund

Dear Chairman <sup>Greg</sup> Hansen,

The purpose of this correspondence is to request \$20,200.00 from the Law Enforcement Trust Fund for use as follows:

\$20,200.00 To procure a Tactic ID Handheld Narcotic Identification kit. This handheld equipment minimizes exposure to hazardous contents, establishes immediate probable cause for making an arrest, reduces recurring costs for field test kits and reduces "false positives" as seen with standard field test kits.

The Sheriff's Office certifies these funds will aid in crime prevention efforts in compliance with Florida Statutes 932.7055(5)(b) and will not result in recurring costs for the Sheriff's Office.

I appreciate the Board's attention to this matter. Should you have further questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Rick".

**RICK STALY**  
**Sheriff**

RS/lac

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*Proudly Serving the Community for 100 Years – Centennial Anniversary 1917 - 2017*  
*An Accredited Law Enforcement Agency*





**Advanced Covert Technology**  
P.O. Box 3234  
Evans, GA 30809  
(706) 496-8275  
info@act-sales.com  
Visit us at www.act-sales.com

**Quote 1800576**

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Flagler Co Sheriff's Office ATTN: ACCTS PAYABLE 901 E Moody Blvd Bunnell, FL 32110	Flagler Co Sheriff's Office ATTN: BRIAN FINN 901 E Moody Blvd Bunnell, FL 32110	08/07/2018	\$20,200.00	11/07/2018

**SALES REP**  
HC

ACTIVITY	QTY	RATE	AMOUNT
<b>ACT TactiD-N</b> Handheld raman analyzer for narcotics and pharmaceutical drug identification.	1	20,150.00	20,150.00
<b>MISC</b> Right Angle 90 degree Adapter - INCLUDED	1	0.00	0.00
<b>SUBTOTAL</b>			20,150.00
<b>SHIPPING</b>			50.00
<b>TOTAL</b>			<b>\$20,200.00</b>

THANK YOU.

Accepted By

Accepted Date

## TacticID®-N

### Handheld Raman Analyzer for Narcotic and Pharmaceutical Drug Identification



The TacticID®-N is a field-ready handheld instrument specifically designed for non-contact forensic analysis of narcotics, pharmaceutical drugs, cutting agents and precursors by law enforcement personnel. The TacticID-N utilizes laboratory-proven Raman spectroscopy, which allows users to obtain actionable identification of illicit substances without ever compromising the integrity of the sample or the chain of evidence.

The TacticID-N comes standard with a comprehensive library of over 1,000 substances. Additionally, users have access to periodic library updates in order to continuously maintain up-to-date identification capabilities and stay ahead of emerging narcotics.

### Key Features

#### Critical Component Mixture ID:

Able to identify components and threat level within a mixed sample.

#### Narcotics Library:

The industry's largest on-board library of narcotics and pharmaceutical drugs.

#### Indirect Contact Analysis:

Increase user safety by scanning directly through plastics, bottles & other translucent packaging materials.

#### Wi- Fi Connectivity:

Manage data, send results, update software/libraries & more through secured wireless connection.

#### Touch Screen Quick Notes:

Add custom notes to a scan result anytime, anywhere with the touch screen interface.

#### TOS Remote™:

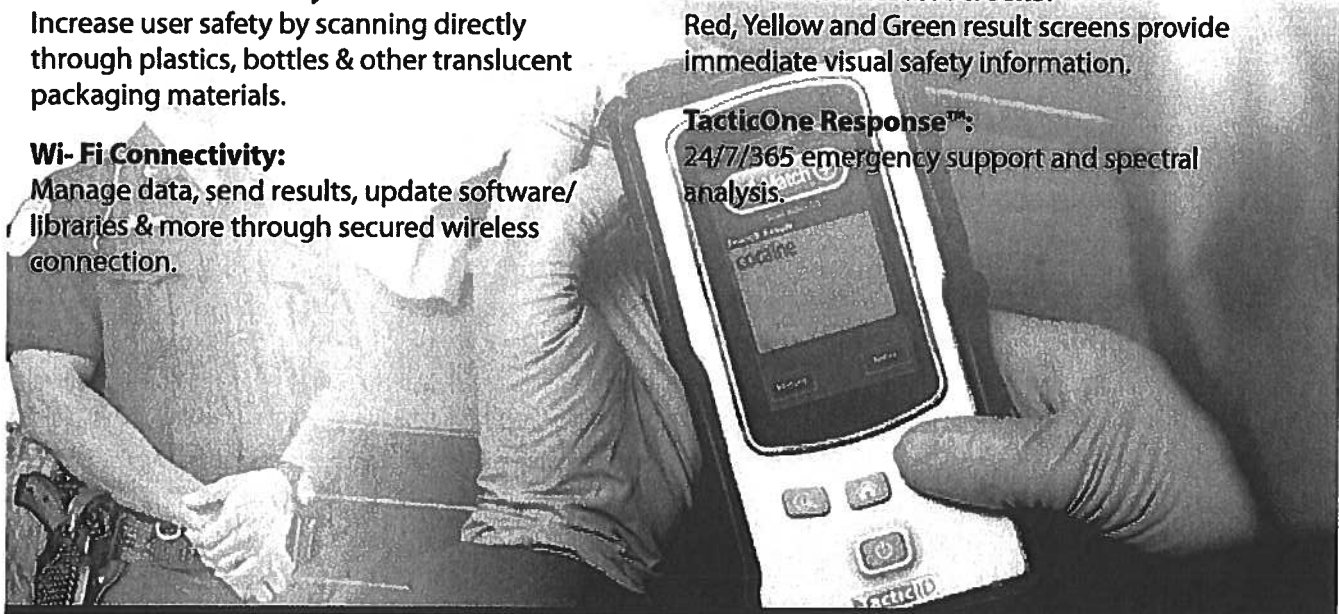
Optional tablet computer accessory with GPS and camera for remote operation via Wi-Fi.

#### Color-Coded Result Screens:

Red, Yellow and Green result screens provide immediate visual safety information.

#### TacticOne Response™:

24/7/365 emergency support and spectral analysis.



## Specifications

Excitation Wavelength	785 nm
Laser Output Power	300 +/- 30 mW at 100%, adjustable in 10% increments
Spectral Range	176 cm <sup>-1</sup> to 2900 cm <sup>-1</sup>
Spectral Resolution	~ 9 cm <sup>-1</sup> @ 912 nm
Detector Type	Linear CCD Array
Display	High Brightness & High Resolution Touch Screen
Software	TacticID OS (Embedded), & TacticID Software (PC)
Data Formats	.txt, .csv, .spc, .pdf
Libraries	Narcotics, Pharmaceutical Drugs, Cutting Agents, and Precursors
Connectivity	Ethernet, Wi-Fi, & USB Compatible
Battery	Rechargeable Li-Ion, >10 hrs Continuous Operation or CR123 battery option
AC Adapter	DC 18 V, 1.67 A
Weight	~ 2.2 lbs (~1.0 kg)
Size	7.5 in x 3.9 in x 2.0 in (19 cm x 10 cm x 5 cm)
Operating Temperature	-20°C to +50°C
Storage Temperature	-30°C to +60°C
Protection	IP65
Languages	English, Spanish, Chinese, Japanese, Arabic, Korean, Polish, Russian, French

## TacPac™ Adaptor

The included TacPac adaptor allows for simple and accurate identification of heroin, fentanyl, synthetics and other traditionally difficult Raman samples using Surface Enhanced Raman Spectroscopy (SERS).



## Sampling Accessories

In addition to the TacPac adaptor, the included point-and-shoot adaptor and liquid vial holder are versatile for many situations and sample types. The optional right angle adaptor is ideal for quick throughput sampling without disturbing the substance. A Polystyrene Validation cap is also included for a quick system check.



Point & Shoot



Vial Holder



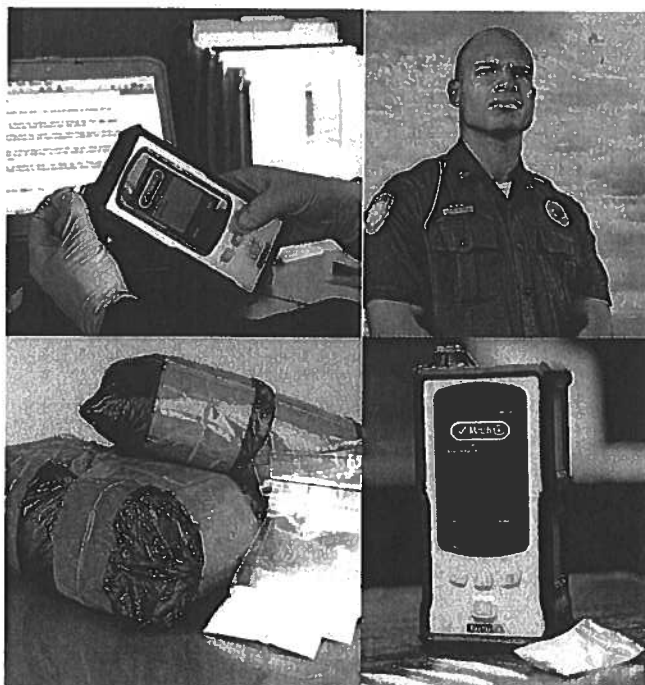
Polystyrene Validation



Right Angle Adaptor



TacPac Adaptor





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

**SUBJECT:** Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew

**DATE OF MEETING:** September 17, 2018

**OVERVIEW/SUMMARY:** On October 3, 2016, Governor Scott issued Executive Order No. 16-230 declaring a state of emergency in the State of Florida due to Hurricane Matthew. The following day, on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Matthew struck the County on October 7 devastating the entire coastline of the County, downing many trees countywide, damaging hundreds of homes and knocking out electricity for the vast majority of residents. As a result, on October 11, 2016 and every seventh day thereafter, the Chair, by Proclamation, extended the state of local emergency for additional seven day periods as the County continues the process of recovery. The damaged dune system and severe erosion of the beach makes public infrastructure and neighborhoods on the barrier island vulnerable to storm and tidal events. The coastline remains in disrepair with damaged dunes and much of A1A in Flagler Beach in need of a long term solution.

The County has completed installation of seawalls in Painters Hill and is conducting a dune restoration project by repairing dune walkovers and installing an emergency berm along much of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. In addition, the County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, the County has implemented an educational campaign called, "Dodge the Dunes," to protect the emergency berm and new dune vegetation.

**FUNDING INFORMATION:** N/A

**DEPT., CONTACT, PHONE:** Craig Coffey, County Administrator (386) 313-4001

**RECOMMENDATION:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

**ATTACHMENTS:**

1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 09/11/2018

  
\_\_\_\_\_  
Craig Coffey, County Administrator

  
\_\_\_\_\_  
Date



**FLAGLER COUNTY, FLORIDA  
PROCLAMATION EXTENDING  
STATE OF LOCAL EMERGENCY  
(Hurricane Matthew)**

**WHEREAS**, based on the recommendation of the Public Safety Emergency Manager, the Sheriff, and the County Administrator in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida issued a Proclamation declaring a state of local emergency, dated October 4, 2016; and

**WHEREAS**, Hurricane Matthew passed along the County's coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

**WHEREAS**, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods; and

**WHEREAS**, the Board of County Commissioners ratified each of the Proclamations declaring and extending the local state of emergency by unanimous votes at public meetings; and

**WHEREAS**, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarping the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

**WHEREAS**, the County has installed a seawall in Painters Hill and is actively engaged in the installation of an emergency protective berm along the dune in most of unincorporated Flagler County; and

**WHEREAS**, the County has repaired dune crossovers and installed specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and

**WHEREAS**, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and

**WHEREAS**, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and recently installed seawalls in Painters Hill in order, in part, to validate the use of public resources for the emergency repairs in light of new state law governing customary use of the beaches; and

**WHEREAS**, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; and

**WHEREAS**, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers; and


**WHEREAS**, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

**NOW THEREFORE**, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:


1. The state of local emergency declared on October 4, 2016, extended by emergency proclamations every seventh day thereafter and duly ratified by the Board of County Commissioners, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.
2. All emergency powers authorized by the Proclamation of October 4, 2016, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.


**DONE AND ORDERED** in Flagler County, Florida, this 11<sup>th</sup> day of September 2018.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

  
Gregory L. Hansen, Chair

**CONCURRENCE:**

  
Craig M. Coffey, County Administrator

  
Jonathan Lord, Emergency Management Chief

**APPROVED AS TO FORM:**

  
Al Hadeed, County Attorney

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

**SUBJECT:** Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma.

**DATE OF MEETING:** September 17, 2018

**OVERVIEW/SUMMARY:** On September 4, 2017, Governor Scott issued Executive Order No. 17-235 declaring a state of emergency in the State of Florida due to Hurricane Irma. The following day, on the recommendation of the Public Safety Emergency Manager and the County Administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Irma struck the County on September 11, 2017 flooding and damaging hundreds of homes, knocking out electricity for the vast majority of residents, and damaging an already compromised dune system on the barrier island. As a result, on September 12, 2017 and every seventh day thereafter the Chair, by Proclamation, extended the state of local emergency for additional seven-day periods as the County continues the process of recovery. The Board has ratified each of the Proclamations at regular meetings.

As part of the recovery, the County has repaired dune crossovers and other public infrastructure along the coastline and installed seawalls in Painters Hill. The County is also conducting a dune restoration project by installing an emergency berm along most of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. The County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, to protect the berm and new dune vegetation, the County has implemented an educational campaign called, "Dodge the Dunes."

**FUNDING INFORMATION:** N/A

**DEPT., CONTACT, PHONE:** Craig Coffey, County Administrator (386) 313-4001

**RECOMMENDATION:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.

**ATTACHMENTS:**

1. Proclamation Extending State of Local Emergency – Hurricane Irma, 09/11/2018

  
\_\_\_\_\_  
Craig Coffey, County Administrator

  
\_\_\_\_\_  
Date

**FLAGLER COUNTY, FLORIDA  
PROCLAMATION EXTENDING THE  
STATE OF LOCAL EMERGENCY  
(Hurricane Irma)**

**WHEREAS**, based on the recommendation of the Emergency Management Chief and the County Administrator concerning the potential impact of Hurricane Irma on Flagler County, the Chair of the Board of County Commissioners of Flagler County issued a Proclamation declaring a state of local emergency on September 5, 2017; and

**WHEREAS**, Hurricane Irma struck Flagler County on September 11, 2017, further scarping the dune system of the county already badly damaged by Hurricane Matthew in 2016, also flooding hundreds of homes and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

**WHEREAS**, on September 12, 2017, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency declared for Flagler County for additional seven day periods; and

**WHEREAS**, the Board of County Commissioners ratified the Proclamations declaring and extending the local state of emergency by unanimous vote at public meetings following each of the Proclamations; and

**WHEREAS**, the County has repaired dune crossovers and constructed seawalls in Painters Hill, and is installing an emergency protective berm along the dune in most of unincorporated Flagler County; and

**WHEREAS**, to accommodate the critical time table for these recovery efforts, the County has adopted a procurement process under its emergency powers; and

**WHEREAS**, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and seawalls in Painters Hill in order, in part, to validate the use of public resources for the emergency repairs in light of new state law governing customary use of the beaches; and

**WHEREAS**, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; and

**WHEREAS**, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches

and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities to facilitate these activities—all with the goal of mitigating future losses.

**NOW THEREFORE**, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

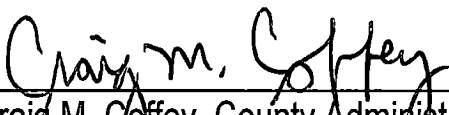
1. The state of local emergency declared on September 5, 2017, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.
2. All emergency powers authorized by the Proclamation of September 5, 2017, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

**DONE AND ORDERED** in Flagler County, Florida, this 11<sup>th</sup> day of September 2018.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

  
 \_\_\_\_\_  
 Gregory J. Hansen, Chair

**CONCURRENCE:**

  
 \_\_\_\_\_  
 Craig M. Coffey, County Administrator

  
 \_\_\_\_\_  
 Jonathan Lord, Emergency Management Chief

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 Al Hadeed, County Attorney

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

**SUBJECT:** Consideration of Single Source Contract with PlanSource Benefits Administration, Inc., for Affordable Care Act (ACA) Measurement and Reporting in the Estimated Amount of \$5,500.00 Annually for Five (5) Years.

**DATE OF MEETING:** September 17, 2018

**OVERVIEW/SUMMARY:** Staff is seeking approval of a single source contract with PlanSource Benefits Administration, Inc. to administer the mandated Affordable Care Act (ACA) Measurement and Reporting requirement. Provisions of the Affordable Care Act which apply to applicable large employers (ALEs) includes the employer shared responsibility provision and the employer information reporting provision for offers of minimum essential coverage. In addition, self-insured ALEs employers who sponsor self-insured group health plans – have additional provider information reporting requirements. PlanSource Benefits Administration, Inc. currently administers the County's employee benefits enrollment program and staff has elected to single source with them the administration of the ACA measurement and reporting requirements at an estimated cost of \$5,500.00 annually for the next five (5) years.

In July 2015, Flagler County contracted with TALX Corporation for reporting services. The term of the contract with Talx Corporation expires this fiscal year. PlanSource Benefits Administration, Inc., estimated cost of \$5,500.00 annually for the next five (5) years services includes a per-subscription price of \$0.50 per employee per month. An initial one time product setup fee of approximately \$3,825.00 which will be included in the first month invoice. There will be no charge for data conversion to implement this contract. At any time should the County require reconfiguration or changes, a statement of work will be issued for approval. Pricing for out of scope services is billed at \$175.00 per hour, standard in all PlanSource contracts.

In order to comply with that law, Flagler County must ensure that all employees working 30 hours a week or more on a regular basis be offered the coverage and that the coverage offered meets the affordability rules. To this end, employee hours must be tracked and coverage verified. In addition, the County must provide each employee with a 1095C tax document and file a corresponding document with the IRS. This information reporting is integral to the administration of the employer shared responsibility provisions because it provides information to the IRS about the health coverage the County offers to its full-time employees. Information reporting also is an integral part to the administration of the premium tax credit.

Following the initial five (5) year term, the County has the option to renew services on an annual basis, not to exceed 7% per employee.

**FUNDING INFORMATION:** Funding is currently available for this purpose in the Health Insurance Fund (603).

**DEPT./CONTACT/PHONE #:** Community Services, Joseph Mayer (386) 313-4033  
Purchasing, Kris Collora (386) 313-4062

**RECOMMENDATIONS:** Request the Board approve PlanSource Benefits Administration, Inc. and authorize the Chair to execute the contract as approved by the County Attorney in form and approved by the County Administrator.

**ATTACHMENTS:**

1. PlanSource Contract w/Statement of Services and the Amendment to the Software Service Agreement.

Craig M. Coffey

Craig M. Coffey, County Administrator

11 Sept 2018

Date



**PLANSOURCE BENEFITS ADMINISTRATION  
RECURRING ELECTRONIC FUNDS  
TRANSFER (EFT) CLIENT AUTHORIZATION  
FORM**

### 1. INSTRUCTIONS

Please complete this electronic form to begin recurring debits as a result of fees for services and transactions for your organization by PlanSource Benefits Administration. Should you wish to use multiple accounts please contact your Account Manager. If you have any questions please contact us at [Invoicing@PlanSource.com](mailto:Invoicing@PlanSource.com).

### 2. CLIENT DETAILS

Action:            New Financial Information            Change Financial Information

Client Name: FLAGLER COUNTY BOCC

### 3. FINANCIAL INSTITUTION INFORMATION

PlanSource will initiate EFT debits for its fees for services from the account indicated below in accordance with Section 4 and the EFT Terms and Conditions of this Recurring EFT Client Authorization Form.

*Note: PlanSource only permits EFT transactions to occur from a business account.*

Financial Institution Routing Number	Financial Institution Account Number
Financial Institution Name	Financial Institution Phone
Financial Institution Address	

### 4. AUTHORIZATION

I, on behalf of myself or the legal entity that I represent and is referenced below, and in accordance with the agreement entered into between myself and PlanSource Benefits Administration, Inc. ("PlanSource") (the "Agreement") for certain services, hereby authorize PlanSource to initiate electronic debit entries to the account at the financial institution indicated above, and if necessary credit the account to correct erroneous debits. I acknowledge that I am the account holder and/or authorized signer of record at the financial institution provided in this authorization. I acknowledge that this authorization is subject to the EFT Terms and Conditions below, which I have read and understood. I acknowledge that the origination of ACH transactions to the account must comply with the provisions of U.S. law. This authorization shall remain in effect until such time as it is revoked by means of a notice to PlanSource in writing. By electronically signing this form, I authorize PlanSource to debit from the financial institution provided herein the full amount of service fees due and payable in an applicable invoice. Such debit will occur each month within five or more business days from receipt of invoice. PlanSource will provide a monthly invoice showing the debit amount for the current month. I understand that the amount and date of certain debits will vary for all EFT debit transactions other than for the services fees, and I authorize such debit(s) to occur with no pre-notification of the debit amount(s); provided that such debit amount(s) match the amounts set forth in the Agreement.

\_\_\_\_\_  
Date

  X    
Signature of client's authorized representative



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## EFT TERMS AND CONDITIONS

For the purpose of this section, "PlanSource" means PlanSource Benefits Administration, Inc. as well as its successors and assigns. In this section, the words "Client", "We", "Your" and "Us" means collectively your organization.

1. Client warrants that the information provided on the front of this document is true and accurate;
2. Client warrants that all persons whose signatures are required to authorize bank account transactions have signed this authorization;
3. Client acknowledges that this authorization is provided for the benefit of PlanSource and Client's processing financial institution in consideration of the authorization provided by Client's processing financial institution to process debits against Client's bank account as indicated on page 1 of this document;
4. Client agrees to inform PlanSource in writing of any changes in the information provided in this application at least fourteen (14) days before the next pre-authorized debit. Any change to the account against which it has been designated to be debited must be confirmed in writing. Notification changes can be sent to:

PlanSource Accounts Receivable  
101 South Garland Avenue, Suite 203  
Orlando, Florida 32801

5. Client may revoke this authorization by contacting PlanSource in writing. A delay may be necessary for the treatment of your request. Client agree to release PlanSource of all liability if the revocation is not respected, except in the case of gross negligence by PlanSource. Revocation requests can be sent to:

PlanSource Accounts Receivable  
101 South Garland Avenue, Suite 203  
Orlando, Florida 32801

6. The revocation of this authorization does not involve the termination of any other authorization(s) and /or agreements existing between Client and PlanSource;
7. Client acknowledges that PlanSource may cancel this authorization at any time, upon written notice to the Client;
8. Client acknowledges if the Client's financial institution account contains a debit filter or debit block, the Client agrees to provide their financial institution the appropriate information to permit PlanSource to transact debits from the Client's account;
9. Client (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network and (3) acknowledges and agrees that PlanSource shall have the right to suspend or terminate ACH transactions immediately upon notice to Client in the event Client breaches any of the aforementioned laws and/or rules;
10. Client acknowledges to immediately inform PlanSource of any transactions funded from a Non-US financial institution. This includes (1) Payment instructions to transfer funds from a Non-US Financial Institution to a US-Financial Institution explicitly for funding of any debit transactions between Client and PlanSource (2) Notification that Client is an international company or has international offices /affiliates and may prospectively use payment instructions to transfer funds from a Non-US Financial Institution to a US-Financial Institution explicitly for funding of debit transactions between Client and PlanSource;
11. PlanSource shall have no liability or responsibility for any loss or damage suffered or incurred by Client in connection with the debits contemplated by this authorization and direction including, without limitation, any loss of interest, penalty under any applicable taxation law or other losses or damages caused by, or resulting from complying with or any delay in complying with this authorization and direction; and
12. Client agrees to indemnify and hold PlanSource harmless against, and pay PlanSource promptly on demand for, any loss, liability and expense, including legal costs, suffered or incurred by PlanSource arising out of compliance with this authorization and direction.

STATEMENT OF SERVICES

EMPLOYER GROUP NAME: FLAGLER COUNTY BOCC  
 SOS INITIAL TERM: Five years

SUBSCRIPTION EFFECTIVE DATE: August 7, 2018  
 FIRST BILL MONTH<sup>1</sup>: October 2018

Benefits-Eligible Employees<sup>2</sup>: 850

Benefits-Ineligible Employees<sup>2</sup>: 0

*Product Subscription Fees*

	<i>Recurring Monthly Fee</i>
Administrative Experience	
ACA Measurement & Reporting	\$0.50 PEPM

*Product Setup Fees*

	<i>One-Time Fee</i>
ACA Measurement & Reporting <sup>4</sup>	\$3,825.00
Administrator Support/Training	Included

*Benefit Services Fees*

	<i>First Bill Month</i>	<i>One-Time Setup Fee</i>	<i>Service Fee</i>
Out of Scope Service Fees <sup>4</sup>			\$175 Per Hour

<sup>1</sup>First Bill Month applicable to Product Subscription Fees, Product Setup Fees, and Data Conversion Fees. All other Services will have a respective First Bill Month, as specified herein.

<sup>2</sup>Prior to go-live, invoicing is based on the benefits-eligible and benefits-ineligible employee counts listed herein. After go-live, invoicing is based on the greater of: (i) the actual benefits-eligible and benefits-ineligible employee count each month; or (ii) the minimum count, defined by the initial census load at go-live. PlanSource reserves the right to alter pricing if the actual census load is 10% lower than the benefits-eligible employee count listed herein. You will be responsible for the minimum billing amounts for the current Service Period.

<sup>4</sup>This is a one-time fee calculated based on all employees for the months in the calendar year preceding the go-live date.

<sup>4</sup>Fee applies to any services and/or additional resources not outlined in this SOS, determined based on scope of project. Additional fees may apply based on project complexity.

As used in this SOS, "PE" means per employee, "PEPM" means per employee per month, "PGPM" means per group per month, "PPPM" means per participant per month, and "PY" means per year. All other capitalized terms not otherwise defined herein shall have the meanings attributed in the Agreement.

This SOS is the ordering document for purchase of the Service subscriptions herein. You hereby acknowledge that this SOS, together with the SaaS Agreement (and all applicable exhibits and attachments thereto) available online at <http://plansource.com/collateral/sos/2018-EG-SaaS-Agr-v1.0.pdf>, or otherwise provided to you, constitutes the entire agreement between us and you governing the Services (collectively, the "Agreement"), to the exclusion of all other terms, and supersedes all prior or contemporaneous agreements, understandings and representations, written or oral, between the parties, with respect to the Services. By signing this SOS, you agree to all of the terms and conditions of the Agreement.

We will invoice you for each Service subscription at the beginning of the applicable First Bill Month. Thereafter, we will invoice you on the first day of each month for all Services provided in that month. Unless otherwise stated in the Agreement, invoiced charges are due net 30 days from the invoice date. The fees in this SOS are calculated based on our current retail fees, minus any applicable discounts. If any fees in this SOS are discounted based on your relationship with your insurance broker, carrier, or other third party, the discount will apply so long as the relationship remains in effect. If the relationship is terminated for any reason, we, upon written notice to you (such notice which may be sent via email), will adjust the fees in this SOS to our current retail fees (or otherwise agreed-upon fees). This adjustment will be effective the first day of the month immediately following delivery of notice to you.

Through the PlanSource Advantage ("PSA") program, participating insurance carriers may provide incentives for you to offer their insurance products and services to your employees. You may access additional information regarding the PSA program, including the current program terms and conditions (available [here](#)).

Except as otherwise set forth in the Agreement, we may modify the fees in this SOS at any time after completion of the Subscription Initial Term. The per-subscription pricing during any renewal Term may increase by up to 7% above the applicable pricing in the prior subscription Term, unless we provide you notice of different pricing at least 60 days prior to the applicable subscription Renewal Term. Except as expressly provided in the applicable SOS, renewal of promotional or one-time priced subscriptions will be at our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior subscription Term by more than 10% will result in re-pricing at renewal without regard to the prior subscription Term's per-unit pricing. Notwithstanding any of the foregoing, we reserve the right to modify the fees (and applicable discounts) in this SOS at any time as may be necessary to compensate for changes in: (i) local, state, or federal laws applicable to the Services; (ii) vendor/service provider costs; (iii) service deliverables; (iv) carrier products, offerings, credits and/or discounts; (v) broker of record changes; or (iv) your participation in the PSA program, including moving from one carrier to another carrier.

This Statement of Services is accepted and agreed to as of the SOS Effective Date above:

PLANSOURCE BENEFITS ADMINISTRATION, INC.

FLAGLER COUNTY BOCC

By: \_\_\_\_\_  
Dayne Williams  
Chief Executive Officer

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Implementation and Ongoing Support Services and Responsibilities**

This Exhibit provides an overview of the implementation and ongoing support Services that PlanSource will provide under the Agreement. PlanSource and Employer Group acknowledge that successful implementation and ongoing use of the Services is contingent upon each party fulfilling their respective responsibilities outlined below<sup>1</sup>. Employer Group understands that any failure to comply with these requirements may cause delays and rescheduling of its initial implementation period.

Phase	PlanSource Responsibilities	Employer Group Responsibilities
Pre-Implementation Project Planning Services	<ol style="list-style-type: none"> <li>1. Commit designated resources to work with Employer Group during the implementation period.</li> <li>2. Conduct a discovery kick-off call to initiate the implementation project.</li> <li>3. Develop a timeline and tasks for implementation of the PlanSource system.</li> <li>4. Deliver training for Employer Group's HR administrators.</li> <li>5. Provide Employer Group with applicable tools for gathering benefits, plan, and rule information.</li> <li>6. If applicable, assist Employer Group in coordinating with benefit carriers/vendors to develop data exchange/EDI protocols.</li> </ol>	<ol style="list-style-type: none"> <li>1. Commit designated resources to work with PlanSource during the implementation period.</li> <li>2. Accept PlanSource's system implementation timelines and tasks. Five to ten hours per week is required during the initial implementation period. Most Employer Groups will "go live" with an enrollment-ready system within four weeks following the implementation kick-off call.</li> <li>3. Attend all PlanSource system training, as directed by PlanSource. Benefits administrator(s) must attend PlanSource Basic Training and Advanced Training on the Platform.</li> <li>4. Provide benefit, plan, and rule information to PlanSource using the tools provided by PlanSource.</li> <li>5. Assist in negotiations with carriers/vendors to facilitate Employer Group billing process and electronic eligibility data feeds.</li> <li>6. Participate in scheduled status calls with PlanSource to review project status.</li> </ol>
Benefits Administration System Configuration Services	<ol style="list-style-type: none"> <li>1. Configure the PlanSource system within the scope of its current functional footprint, including, but not limited to benefits offerings, carrier contract rules, open enrollment, and user access.</li> <li>2. Display pre-generated PlanSource educational content per Employer Group specifications.</li> <li>3. Import employee/dependent demographic data provided by Employer Group using the designated PlanSource format.</li> <li>4. Where applicable, load employee benefits data into the PlanSource system once group data files are received from Employer Group's benefit providers.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide product benefit content for employee self-service enrollment and decision support.</li> <li>2. Create self-service reports in the PlanSource report center.</li> <li>3. Provide employee/dependent demographic and benefits data for import into the PlanSource system using the tools provided by PlanSource.</li> </ol>
Benefits Administration Quality Assurance and Deployment Services	<ol style="list-style-type: none"> <li>1. Provide Employer Group with access to a test environment configured with Employer Group-specific configurations and settings.</li> <li>2. Conduct walkthrough of the configured system with Employer Group to review business rules and settings.</li> <li>3. Identify exceptions with Employer Group and determine approach for resolution.</li> <li>4. Gather and apply Employer Group's requirements for branding of the PlanSource system.</li> <li>5. Provide templates for Employer Group acceptance signoff of employer and rate information.</li> <li>6. Obtain Employer Group acceptance signoff and deploy to production environment.</li> </ol>	<ol style="list-style-type: none"> <li>1. Identify test scripts that adequately represent the most common business processes and uses for the PlanSource system.</li> <li>2. Perform test scripts in the test environment and share results with PlanSource.</li> <li>3. Within five days of PlanSource making system available to Employer Group, report issues to PlanSource and work with PlanSource to resolve them.</li> <li>4. Provide complete branding requirements for the PlanSource system. Branding items include custom images, page text, videos and/or hyperlinks that will display within the system. Employer Group must provide all requirements to PlanSource through one consolidated communication prior to approval process for the testing environment.</li> </ol>

<sup>1</sup> Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

Phase	PlanSource Responsibilities	Employer Group Responsibilities
Data Exchange Development and Deployment <sup>2</sup>	<ol style="list-style-type: none"> <li>1. Configure the structure, content, and operating parameters for each Employer Group's data exchange connections.</li> <li>2. Create one test file for each data exchange connection and provide to respective carrier/vendor via the documented transmission method Employer Group will require carrier/vendor to use to validate the transmission within two days of receipt.</li> <li>3. Collaborate with Employer Group on carrier/vendor testing calls to review and validate data exchange connections.</li> <li>4. Train Employer Group to manage carrier discrepancy reports, including evaluating and processing one initial discrepancy report generated by carriers after a file has gone into production.</li> <li>5. If applicable, update designated carrier/vendor with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production.</li> </ol>	<ol style="list-style-type: none"> <li>1. Confirm accuracy of system configuration prior to the go-live date.</li> <li>2. Provide necessary approvals for PlanSource's access to Employer Group's carrier(s) platform.</li> <li>3. Provide each carrier/vendor's data structure, layouts, and requirements for each requested data exchange connection.</li> <li>4. Manage carrier discrepancy reports after a file has gone into production.</li> <li>5. Manually update carriers/vendors with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production or if the vendor is unable to accept a standard layout produced from the PlanSource system with Employer Group's electronic enrollment data.</li> <li>6. Following system testing and approval by an authorized representative of Employer Group, PlanSource will notify Employer Group of system availability for its employees and administrators. At this time, Employer Group must sign a system acceptance form.</li> <li>7. During EDI implementation, Employer Group will work to resolve any discrepancies between PlanSource and its carriers and vendors. During this time, Employer Group's benefits administrator(s) will be responsible for updating elections with its carriers and vendors and the Platform. PlanSource will provide Employer Group enrollment changes via a spreadsheet that Employer Group may use to update elections with its carriers and vendors.</li> </ol>
Post Go-Live Support Services	<ol style="list-style-type: none"> <li>1. Monitor technical services, including system Internet connectivity, server capacity and configuration, application performance, power, failover, and disaster recovery systems.</li> <li>2. Administer and maintain database configurations, disk space, and required hardware components.</li> <li>3. Assist in research and resolve data conflicts and errors.</li> <li>4. Complete minor updates<sup>3</sup> to Employer Group's business rules, benefits configurations, and data exchanges, as instructed by Employer Group.</li> <li>5. Design and develop features (as solely defined by PlanSource), enhancements, and other updates for inclusion in software releases, patches, test environments, and documentation.</li> <li>6. Make and provide updates to PlanSource standard product documentation, user guides, training materials, and online help.</li> </ol>	<ol style="list-style-type: none"> <li>1. Commit designated resources to work with PlanSource during annual enrollment period.</li> <li>2. Maintain all self-service reports in the PlanSource report center.</li> <li>3. Provide system training to Employer Group's employees and receive and respond to employee questions.</li> <li>4. Document and implement administrative processes specific to Employer Groups' organization and plans.</li> <li>5. Report and cooperate with PlanSource in resolving any issues, challenges, or concerns related to the PlanSource system.</li> <li>6. Work with PlanSource to update current and future documentation as modifications occur, including at annual enrollment.</li> <li>7. Attend all PlanSource system training, as directed by PlanSource, and train all new Employer Group resources utilizing the system.</li> <li>8. Manage ongoing administration including, but not limited to employee life event processing, evidence of insurability, and student/dependent age verification.</li> </ol>

<sup>2</sup> Data Exchange Development and Deployment Services are not available for Small Group (<101 Benefits Eligible Employees).

<sup>3</sup> "Minor updates" means any update requiring more than one hour of support, as determined by PlanSource.

AMENDMENT TO SOFTWARE AS A SERVICES AGREEMENT

This Amendment to Software as a Services Agreement (the "Amendment") is dated September 7, 2018 (the "Amendment Effective Date"), and is between PLANSOURCE BENEFITS ADMINISTRATION, INC. ("PlanSource") and FLAGLER COUNTY BOCC.

The parties entered into a Statement of Services ("SOS") dated September 7, 2018, which is attached to the SaaS Agreement (and all applicable exhibits and attachments thereto), which constitutes the entire agreement between us and you governing the Services (collectively, the "Agreement"), and now wish to modify the Agreement as more fully detailed in this Amendment. The parties therefore agree as follows:

1. The Agreement is amended to:

a. Delete Section 15.a in its entirety and replace it with the below:

"Subject to the scope and limitations of Section 768.28, Fla. Stat., You shall indemnify us, and our affiliates, successors, and assigns, and all their respective officers, directors, employees, or agents ("Indemnitees") from and against any tortious claim, loss, damage, liability, claim, causes of action, or expense, including, but not limited to reasonable attorney's fees (collectively, "Damages"), arising out of or resulting from: (i) your or your Users' negligent breach of your obligations, representations, or warranties under this Agreement or any SOS; (ii) any negligently misdirected or inaccurate Data that you or your Users input into or modify within the Site; (iii) any tortious claim whatsoever, including third party claims, respecting tax claims, ERISA, COBRA, ACA, and HIPAA compliance, and any related rules and regulation, except to the extent such claims are caused by us; or (iv) your negligent use of third party products or services in connection with the Services. In the event our Indemnitees seek indemnification under this Section 15.a, they will give written notice to you promptly after becoming aware of the facts giving rise to the claim for indemnification."

b. Deleting the last sentence of Section 22 in its entirety and replace it with the below:

"Venue for any action brought under this Agreement will be exclusively in the Seventh Judicial Circuit Court in and for Flagler County, Florida."

2. This Amendment is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter herein. All other terms and conditions of the Agreement continue in full effect. In the case of a conflict, the terms of this Amendment will control and prevail over those contained in the Agreement with regard to the subject matter in this amendment. The parties may execute this Amendment in counterparts.

This Agreement is accepted and agreed as of the Amendment Effective Date by:

PLANSOURCE BENEFITS ADMINISTRATION, INC.

FLAGLER COUNTY BOCC

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

Dayne Williams  
Chief Executive Officer

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**SUBJECT:** Consideration of Bid Award 18-057B to Village Key & Alarm, Inc. for Security and Fire Alarm Monitoring for County Facilities for a Three Year Term in the Amount of \$8,622.0, Plus Cost for Miscellaneous Services.

**DATE OF MEETING:** September 17, 2018

**OVERVIEW/SUMMARY:** An Invitation to Bid (ITB) was advertised in the *Flagler News Tribune* as well as publicly broadcast on [www.publicpurchase.com](http://www.publicpurchase.com). ITB 18-057B requested bids from vendors to provide monitoring of fire and/or security alarms at County facilities throughout Flagler County.

On August 29, 2018, the County received two (2) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents.

Staff recommends award to Village Key & Alarm of St. Augustine, Florida who submitted the lowest responsive and responsible bid. The County and Village Key & Alarm, Inc. will enter into an initial contract term of three (3) years with the option of two (2) additional three (3) year renewals. The cost in the initial three year term is \$8,622.00 (\$2,874.00 annually) plus any additional costs for added facilities or miscellaneous services as requested by the County. Renewals may be subject to an adjustment per CPI and shall not exceed five percent (5%).

**FUNDING INFORMATION:** Funding is available in Facilities Management Account #001-1413-519.31-10.

**DEPT./CONTACT/PHONE #:** Purchasing, Kris Collora (386) 313-4062  
General Services, Heidi Petito, (386) 313-4185

**RECOMMENDATIONS:** Request the Board approve Bid Award 18-057B to Village Key & Alarm, Inc. for Security and Fire Alarm Monitoring for County Facilities for an initial contract term of three (3) years the option of two (2) additional three (3) year renewals and authorize the Chair to execute the contract as approved as to form by the County Attorney and approved by the County Administrator.

**ATTACHMENTS:**

1. Bid Tabulation

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date



## FLAGLER COUNTY, FLORIDA BID TABULATION SHEET

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

**BID NUMBER:** 18-057B  
**BID TITLE:** Security & Fire Alarm Monitoring  
**Opening Date/Time:** Wednesday, August 29, 2018, 3:00pm

Site Name	Response 1		Response 2	
	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
	AFA Protective Systems, Inc. 155 Michael Dr. Syosset, NY 11791		Village Key & Alarm, Inc. 441 SR 16 St. Augustine, FL 32084	
Agriculture Center	\$ 16.00	\$ 192.00	\$ 16.00	\$ 192.00
Airport - Control Tower	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Airport - Corporate Center	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Airport - Delta Hanger	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Airport - National Guard	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Baptist Academy	\$ 16.00	\$ 192.00	\$ 16.00	\$ 192.00
Carver Gym	\$ 9.00	\$ 108.00	\$ 9.75	\$ 117.00
Civic Arena	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
David Siegel Center	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Emergency Operations Center	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Energy Plant	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
FCSO - Inmate Administration	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
FCSO - Inmate Center - Female Side	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
FCSO - Inmate Center - Male Side	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
FCSO - Operations Center	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
General Services	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Government Services Building	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Health Clinic	\$ 9.00	\$ 108.00	\$ 9.75	\$ 117.00
Justice Center	\$ 9.95	\$ 119.40	\$ 9.75	\$ 117.00
Landfill	\$ 9.00	\$ 108.00	\$ 9.75	\$ 117.00
Palm Coast Library	\$ 16.00	\$ 192.00	\$ 16.00	\$ 192.00
Princess Place Preserve	\$ 16.00	\$ 192.00	\$ 16.00	\$ 192.00
<b>Total Annual Fire &amp; Security Alarm Monitoring:</b>	<b>\$ 2,883.00</b>		<b>\$ 2,874.00</b>	

Additional Security Alarm System Monitoring Sites:	<u>\$ 9.00</u>	<u>\$ 9.75</u>
Additional Fire Alarm System Monitoring Sites:	<u>\$ 9.95</u>	<u>\$ 9.75</u>
Additional Security & Fire Alarm Monitoring Sites:	<u>\$ 16.00</u>	<u>\$ 16.00</u>

Opened and Tabulated by: Irene M Lopez, Procurement Analyst  
 Kris Collora, Purchasing Manager



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

**SUBJECT:** Consideration of the Purchase and Expenses Associated with the Property Acquisition of a Vacant 8,500 Square Foot Vacant Parcel For Future Parking and/or Drainage Lying West of the Flagler County Health Department, in the Amount of \$10,000.00.

**DATE OF MEETING:** September 17, 2018

**OVERVIEW/SUMMARY:** Staff is seeking consideration by the Board for the purchase of an 8,500 sq ft +/- vacant parcel 10-12-30-0850-00350-0040 located behind the Flagler County Health Department. The addition of this vacant parcel provides an opportunity for a future parking expansion and/or stormwater improvement for the Department of Health site and other County owned properties. The owner and staff have recently been in contact and the proposed purchase price of this property is \$6,500.00. The Property Appraisers' assessed value for this unimproved parcel is \$6,375.00. The assessed value represents what the Property Appraiser uses to determine property taxes while the appraised value is a current market valuation which is determined by an appraisal. The average cost for an appraisal to determine current market value for a site this size would be over \$2,200.00. An appraisal to determine current market value is not necessary because the cost differential between the asking price of \$6,500.00 and the assessed value of \$6,375.00 is only \$125.00. Additionally, the expenses associated with the property acquisition will include the standard title report, insurance and a boundary survey at a cost of approximately \$3,500.00. This could potentially bring the total acquisition and expenses cost up to \$10,000.00.



In evaluating the site, along three sides of the parcel are vacant tracts of lands are street rights of way originally platted in 1917-City of Bunnell plat, found in plat Book 1, Page 2. Staff has been in communication with the City of Bunnell and their staff have been unable to locate any subsequent instruments vacating these rights of way. If approved by the Board, staff will pursue vacation of these rights of way with the City of Bunnell for the north and east sides. The vacation would make the proposed parcel for purchase contiguous.



Further, along the west/northwest side of this parcel the historic right of way contains a drainage swale. This swale separates the Flagler County Sheriff's Operations Center parcel from the subject parcel and the Flagler County Health Department which further provides an opportunity for stormwater improvements, if needed, for potentially both sites.



Seller closing costs include payoff of all taxes, liens, judgements and other encumbrances of the property that are not acceptable to us at our sole discretion as well as recording costs and documentary stamp fees.

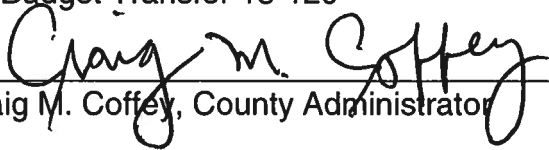
**FUNDING INFORMATION:** Funds will be appropriated from ½ Cent Sales Tax Reserves with Budget Transfer 18-120 for land acquisition and professional services.

**DEPT./CONTACT/PHONE #:** Land Management, Tim Telfer (386) 313-4066

**RECOMMENDATION:** Request the Board approve the purchase of Parcel 10-12-30-0850-00350-0040 authorize the County Administrator to execute any instruments necessary to effectuate the purchase as approved to legal format and approve Budget Transfer #18-120.

**ATTACHMENTS:**

1. Purchase Agreement
2. Budget Transfer 18-120

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

11 Sept 2018  
\_\_\_\_\_  
Date

## AGREEMENT FOR PURCHASE AND SALE

**THIS AGREEMENT FOR PURCHASE AND SALE** (hereinafter called "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Dennis K Bayer, as Successor Trustee for the David J Cook, Sr. Living Trust dated March 23, 2005**, post office is 109 South 6<sup>th</sup> Street, Flagler Beach, FL 32136 ("Seller"), and **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 301, Bunnell, Florida, 32110 ("Buyer"), with Buyer and Seller sometimes collectively referred to herein as the "Parties."

### WITNESSETH:

**WHEREAS**, Seller is the owner of the fee simple title to certain real property situated in Flagler County, Florida, having a County Property Appraisers Identification Number of 10-12-30-0850-00350-0040 and a brief tax description of TOWN OF BUNNELL BLOCK 35 LOT 4 LOCATED IN SECTION 11 OR 185 PG 683 OR 427 PG 475 OR 1241 PG 1664-DAVID J COOK SR TRUST, as generally depicted in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as "the Property"); and

**WHEREAS**, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, together with any and all improvements, structures, fixtures and appurtenances thereto, unless specifically excluded herein, on the terms and conditions stated below.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **The Property.** Seller agrees to sell and the Buyer agrees to purchase for the Purchase Price (as defined herein) and on the terms and conditions herein set forth, the Property, in fee simple, together with all of the tenements, hereditaments, improvements, oil, gas, timber and mineral rights, levees, dikes, canals, ditches, roads and easements, appertaining thereto and all of the Seller's rights, title and interest therein. The instrument of conveyance shall transfer all of Seller's rights, title and interest in and to the Property and Seller's interest in and to all littoral and riparian rights, transferable development rights, improvements, approvals, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Property, including without limitation of the foregoing, all rights, title and interest of Seller in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated).

2. **Survey and Legal Description.**

(A) Buyer shall have the Property surveyed at its expense in accordance with the Minimum Technical Standards for Surveys in the State of Florida (Chapter Rules 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code) and Buyer's Procedures for Land Acquisition Survey, which shall include a tract legal description and a metes and bounds legal description of the Property and a certification of the acreage thereof. The survey shall show any and all easements, encroachments or

overlaps on the Property, and all matters affecting title shall be set forth in the title commitment obtained pursuant to Section 6 hereof entitled Evidence of Title. The survey shall show the relationship of the Property to adjacent parcels and the location of ingress and egress to the Property. It shall also be accompanied by a Surveyor's certificate in a form reasonably acceptable to Buyer and the title company.

(B) The Surveyor shall be instructed by the Buyer to immediately bring any potential title or survey objections discovered by the Surveyor as field work progresses to the attention of Buyer and Seller.

(C) Buyer shall have fifteen (15) business days from receipt of the survey within which to examine the survey and legal description provided pursuant to this section and to notify Seller if the survey and legal description set forth therein are acceptable, or if the survey shows any violation of the survey instructions or requirements or if the survey shows any encroachments or a violation of the Agreement requirements (hereinafter referred to as "Survey Objections"). Survey Objections shall be treated in the same manner as objections based on title defects in Section 6 hereof entitled Evidence of Title.

(D) The survey and legal description shall be certified to the Buyer, Buyer's counsel, and the title company. The costs of preparation of the survey and legal description required by this Section 2 shall be paid by Buyer.

#### 4. **Purchase Price.**

(A) The total purchase price of the Property is SIX THOUSAND AND FIVE HUNDRED DOLLARS AND 00/100 (\$6,500.00) (the "Purchase Price").

(B) The Purchase Price (or such greater or lesser amount as may be necessary to complete payment of the Purchase Price after credits, adjustments and prorations) shall be paid to Seller at Closing.

5. **Title to be Conveyed.** Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes (the "Deed"), conveying marketable, fee simple title to the Property, free and clear of all liens and encumbrances except for the lien of taxes not yet due and payable, and easements, restrictions and reservations of record acceptable to the Buyer (the "Permitted Exceptions").

#### 6. **Evidence of Title.**

(A) No later than thirty (30) days from the Effective Date of this Agreement, Buyer shall obtain a commitment for an owner's title insurance policy (ALTA Form B) showing good and marketable fee simple title to the Property vested in the Seller, subject only to the Permitted Exceptions and those which shall be discharged by Seller at or before closing (hereinafter the "Title Commitment"). The Title Commitment shall identify each exception of record ("Title Defect") by the parcel to which such

matters apply and include copies of all exceptions of record noted therein. The cost of the Title Commitment and related title policy shall be reimbursed by Seller to Buyer at Closing.

(B) The Buyer shall have fifteen (15) business days from receipt of the Title Commitment within which to examine same and notify the Seller in writing of any Title Defects, specifying such defects. Business Days shall mean any days the Buyer is open for regular public business. The Parties shall work together to cure or remove the Title Defects so specified. If after ninety (90) days from the receipt of the Title Commitment, the Parties are unable to correct or cure such Title Defects, Buyer shall have the option to: i) terminate this Agreement, ii) waive such defects and proceed to Closing, accepting title as it then, or iii) establish new time frames or other terms and conditions jointly with the Seller. Seller agrees to use diligent efforts to correct the Title Defects within the time provided therefor, including the bringing of necessary suits. In the event the Buyer elects to terminate this Agreement because of an uncured or incurable Title Defect, the Parties hereto shall thereafter be relieved of all liability hereunder and shall have no further obligations under this Agreement except those which expressly survive such termination.

**7. Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

(A) Seller is the owner in fee simple of all the Property and has full power and authority to enter into and perform this Agreement in accordance with its terms.

(B) Seller has no knowledge of and has not received notice of any of the following with respect to the Property subject to this Agreement: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

(C) There is no pending litigation or dispute involving or concerning the location of the boundaries of the Property.

(D) Seller has not entered into any leases, contracts or other agreements currently in effect relating to the Property. There is no pending litigation or dispute involving the location of the boundaries of the Property or otherwise relating to the Property.

(E) Seller represents that there are no mechanics' liens or claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the closing or paid by Seller with funds to be escrowed from the closing proceeds.

(F) That, to the knowledge of Seller, no member of the Buyer's Board of County Commissioners, no agent or employee of the Buyer, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from, or receive any portion of the payments to be made to the Seller under the provisions of this Agreement.

(G) That at the time of closing, no person other than the Seller shall be entitled to or be in possession of any portion of the Property.

(H) Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code.

(I) No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(J) To the best of Seller's knowledge, there is no environmental contamination on the Property, in violation of any Environmental Laws (as herein defined), and Seller has not received any notification from any governmental authority regarding any potential environmental contamination of the Property.

(K) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arm's length.

At the time of closing, Seller will provide Buyer with an affidavit to the effect that the above warranties and representations are true and correct as of the Closing Date, and Seller will indemnify and hold Buyer harmless from and against all liability, claims, demands, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees, and attorneys' fees and costs on appeal, arising out of or related to the untruthfulness of any of the above warranties and representations.

## **8. Environmental Audit and Representations.**

(A) For the purpose of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 & 403, Florida Statutes, rules and regulations of Florida Department of Environmental Protection, and the St. Johns River Water Management District.

(B) (1) From the Effective Date hereof through the date of Closing, Buyer through its agents, environmental consultants and employees, will be authorized to enter upon the Property for the purposes of scientific investigation, installation of monitoring wells, surveying, the taking of soil borings and soil samples, the taking of water samples from those and existing wells, geophysical investigation, i.e., ground penetrating radar, electromagnetic, and magnetic, and the testing of tanks, and other

appropriate and generally accepted testing methods, including building sampling for asbestos, lead and other potentially hazardous materials; and upon contiguous lands owned by Seller for the purpose of access to the Property; provided, that any such agents, consultants or employees of Buyer shall give reasonable advance notice to Seller and shall be responsible to close and lock any gates through which they pass in the exercise of such right of entry. Any boring holes made by the Buyer shall be properly filled and packed to the surrounding earth level by the Buyer.

(2) Buyer agrees, to the extent allowed by law, to assume all risks involved and to be fully responsible for the safety of its servants, agents, contractors and employees, as a result of the authorization granted by this Agreement.

(C) Prior to the closing date, a Phase I Environmental Site Assessment ("ESA") of the Property shall be completed by the Buyer. The Phase I ESA shall be addressed to the Buyer or shall be certified as being for the benefit of the Buyer as well as the Seller, entitling Buyer to rely on the report to the same extent as the Seller. Any subsequent amendments and/or reports relating to the Property shall also be for the benefit of and delivered to the Buyer.

If the Phase I ESA reveals areas of environmental concern that warrant further investigation, Buyer may, with Seller's consent and at Buyer's cost, commence an appropriate Phase II ESA within thirty (30) days of receipt of the Phase I ESA, utilizing methods and access accommodations as provided in Section 7(B)(1) of this Agreement. The Seller shall participate with Buyer in the development of the objectives of the ESA(s) and any subsequent environmental surveys that may be necessary in defining the scope of the issues to be addressed in such reports. In the event Seller fails to consent to Buyer obtaining the Phase II ESA, Buyer may terminate this Agreement and have no further obligations hereunder.

If the Phase II ESA reveals any toxic or hazardous substances or wastes on or contaminating the Property above levels which exceed the allowable levels as set forth in current Environmental Laws as defined by this Agreement, Buyer shall notify Seller, in writing, within ten (10) days of such discovery. Any written notice shall be deemed delivered at the time it is deposited in the U.S. Mail, postage prepaid, and sent to the Seller at its address listed above. Such notice shall contain copies of any and all reports contained in the ESA(s), and Seller, in accordance with a cleanup plan approved by Buyer, shall cleanup said toxic or hazardous substances or wastes as required by Environmental Law prior to the closing hereunder. However, should the estimated cost to Seller of cleanup exceed a sum which is equal to or greater than 5% of the Purchase Price as stated in section 3, Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

If neither party elects to terminate this Agreement as provided above, the Seller shall indemnify, defend and hold Buyer harmless from any and all liabilities, claims, costs, expenses, fines, penalties, fees, actions or sanctions asserted by or on behalf of any person or governmental authority arising from or in connection with Seller's use or misuse, handling or mishandling, storage, spillage, discharge, seepage into water bodies or the ground water of any hazardous material, pollutant or contaminant.

(D) The elections in this Agreement are contract rights and in no way absolve Seller of its legal obligation to clean up said substance if required by Environmental Law. The Closing hereunder shall be extended if necessary so as to afford Seller a reasonable amount of time from the receipt of Buyer's written notice as aforesaid to submit a plan to Buyer to accomplish said cleanup and complete the



necessary cleanup and remediation activities on the Property prior to closing, unless otherwise agreed to by the parties.

**9. The Closing.**

(A) The closing of title for the Property shall take place at the Flagler County Attorney's Office, 1769 E. Moody Blvd., Suite 303, Bunnell, Florida 32110, telephone (386) 313-4005, fax (386) 313-4105, or at another location within Flagler County chosen by the Buyer, (the "Closing") on or before December 31, 2018, unless extended by other provisions herein (the "Closing Date").

(B) The Closing Agent for the transaction shall be selected by Buyer.

**10. Closing Costs, Prorations and Adjustments.** The following items are to be paid at Closing by the party indicated and in the manner set forth:

(A) Real property taxes shall be prorated between Seller and Buyer and escrowed with the County Tax Collector at Closing in accordance with the provisions of Section 196.295, Florida Statutes.

(B) The Seller shall pay the cost of recording the Deed and other documents executed at Closing. Seller shall pay the cost of recording any corrective instruments.

(C) The fee owner's title insurance premium for the title policy described in the section entitled Evidence of Title shall be borne by Buyer.

(D) The documentary stamps which are required to be affixed to the Deed shall be paid by Seller.

(E) The cost of the survey and legal description called for by the section hereof entitled Survey and Legal Description to be obtained by Buyer shall be paid for by Buyer at or before closing.

(E) The Buyer shall pay the cost of title information reports and updates thereof.

**11. Broker.**

Seller agrees to hold Buyer harmless from any real estate commission or fees which may be claimed to be due through the Seller or pursuant to the acts of Seller. Seller further covenants and agrees to indemnify Buyer for damages, court costs and attorneys' fees incurred as a result of any such claim. The obligations of Seller hereunder shall survive the closing.

**12. Documents to be Delivered.**



(A) Prior to Closing. At least ten (10) days prior to the Closing Date, Seller shall deliver to Buyer a public disclosure of its beneficial ownership which shall comply with the requirements set forth in Section 286.23, Florida Statutes, as from time to time amended.

(B) By Seller at Closing. The Seller shall execute, acknowledge and deliver the following documents at the closing hereunder:

(1) General Warranty Deed, in a form acceptable to Buyer, from Seller conveying the fee simple title to the Property, in proper form for recording which shall be duly executed, acknowledged and witnessed.

(2) An Affidavit executed by Seller, in substantially the form attached hereto as Exhibit "B" and by this reference made a part hereof, confirming the Seller's representations as to Environmental Laws.

(3) A Certification of Non-Foreign Status in the form attached hereto as Exhibit "C" and by this reference made a part hereto, to determine whether or not Buyer shall be required to withhold ten percent (10%) of the Purchase Price and pay the withheld amount to the Internal Revenue Service pursuant to Internal Revenue Code Section 1415. Any such amount thus withheld by Buyer shall be deemed to have been paid to Seller in cash at Closing as part of Buyer's obligation to pay the Purchase Price hereunder.

(4) An Affidavit executed by Seller, in substantially the form attached hereto as Exhibit "D" and by this reference made a part hereof, confirming the Seller's representations as to mechanic's liens, parties in possession, and other warranties and representations made by Seller under the terms of this Agreement.

(5) A Beneficial Interest and Disclosure Affidavit in the form attached hereto as Exhibit "E" and by this reference made a part hereof, disclosing ownership interests and all persons who have a financial interest in the real estate transaction.

(6) An assignment of Development Rights, Permits and Contracts in the form attached hereto as Exhibit "F" and by this reference made a part hereof.

(7) Such other documentation as may reasonably be required by Buyer or Closing Agent in order to close this transaction in accordance with the terms of this Agreement. Amendments to the documents provided for herein may be approved by the County Administrator, upon review by the County Attorney, as deemed necessary in order to effectuate the intent of the Parties.

(C) By the Buyer at Closing. The Buyer shall execute, acknowledge, and deliver the following documents at the closing hereunder:

(1) Any documentation as may reasonably be required by Seller or Closing Agent in order to close this transaction in accordance with the terms of this Agreement.

13. **Negotiated Price to be Without Prejudice.** The Purchase Price specified herein was negotiated by the Parties on the basis of a total price for the Property and shall be without prejudice to any party and inadmissible in any court proceedings which might hereinafter be brought if the Buyer for any reason does not acquire the Property pursuant to the terms herein contained.

14. **Survival of Warranties and Agreements.** All warranties, representations, covenants, obligations, indemnities and agreements contained herein shall survive the execution and delivery of the Deed and the Closing to be held hereunder.

15. **Parties.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

16. **Entire Agreement, Amendment, and Addenda.** This Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the Parties hereto or their authorized assignees. Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Agreement.

17. **Non-Waiver of Buyer's Regulatory Powers.** Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Buyer as it now or hereafter exists under applicable laws, rules and regulations.

18. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Buyer of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this section shall not be construed as an attempt by the Buyer to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes, or any future statute or Act adopted by the Florida Legislature.

19. **Time is of the Essence.** Time is of the essence with respect to all matters set forth in the Agreement.

20. **Governing Law and Venue.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. The venue for any dispute arising under this Agreement shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.

21. **Recording of a Memorandum of Agreement.** Buyer may record a memorandum of agreement in the Public Records of Flagler County, Florida, at its discretion and expense.

22. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation hereof.

23. **Default.** If either party defaults under this Agreement, the other party may waive the default and proceed to Closing, or seek specific performance, each without waiving any action for damages, or seek any other remedy permitted by law or in equity.

24. **Fixtures and Personal Property.** All fixtures on the Property shall become the property of the Buyer at Closing and may, in the Buyer's sole discretion, be removed, relocated or abandoned following Closing.

25. **Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby. The obligations of Seller and Buyer pursuant to this Section shall survive the Closing hereunder.

26. **Permits.** Seller shall transfer to Buyer any and all local, state and federal permits and approvals, if any, for the Property prior to Closing.

27. **Severability.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

28. **Waiver.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

29. **Counterparts.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

30. **Notice.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, mailed postage prepaid certified mail, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. A copy of any notice given to Seller shall also be given to the following representatives of the Buyer: County Administrator, Craig Coffey at 1769 E. Moody Blvd., Building 2, Suite 301, Bunnell, Florida 32110, and also to County Attorney, Al Hadeed at 1769 E. Moody Blvd., Building 2 Suite 303, Bunnell, Florida 32110.

31. **Effective Date.** For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the Seller or the Buyer has executed the same, and that date shall be inserted at the top of the first page hereof.

[Signature Page To Follow.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

**SELLER:**

**Dennis K Bayer, as Successor Trustee for the David J Cook, Sr. Living Trust dated March 23, 2005**

By: \_\_\_\_\_  
Dennis K. Bayer, Successor Trustee

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

STATE OF FLORIDA    )  
COUNTY OF FLAGLER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Dennis K. Bayer. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public

**BUYER:**


**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Gregory L. Hansen, Chair

**ATTEST:**

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit  
Court and Comptroller

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Al Hadeed, County Attorney

**EXHIBIT "A"**

**DEPICTION OF THE PROPERTY**

**TOWN OF BUNNELL BLOCK 35 LOT 4 LOCATED IN SECTION 11 OR 185 PG 683 OR 427  
PG 475 OR 1241 PG 1664-DAVID J COOK SR TRUST**

Containing approximately 8,500 s.f.

**No current physical address for the property.**

**Current Parcel ID #: 10-12-30-0850-00350-0040**

**Site Aerial Photo at S. Peach Street**



**EXHIBIT "B"**

**ENVIRONMENTAL AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**BEFORE ME**, personally appeared \_\_\_\_\_ ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the following described property located in Flagler County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property").

2. For the purpose of this Affidavit, the term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376, and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, now or at any time hereafter in effect.

3. As of and subsequent to the date hereof, Affiant warrants and represents to **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 303, Bunnell, FL, 32110 ("County"), its successors and assigns that:

(i) There are not now, nor to Affiant's knowledge have there ever been, any tanks, including associated piping, on, under or at the Property which have leaked and that all tanks and associated piping presently on, under or at the Property are in sound condition.

(ii) To the best of Affiant's knowledge, no person or entity has ever caused or permitted materials to be disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws.

(iii) There is no violation of Environmental Laws on the Property which may directly or indirectly affect the Property.

(iv) To the best of Affiant's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action, or other response, under Environmental Laws on the part of the Affiant or a subsequent owner of all or any portion of the Property, or which would subject Affiant or a subsequent owner of all or any portion of the Property to penalties, damages or injunctive relief.

(v) Affiant is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Affiant has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

(vi) No hazardous material, pollutant or contaminant has been released or discharged onto the Property or into any water body on the Property.

### **INDEMNITY**

The Affiant hereby indemnifies the County, and each Commission member and employee thereof (a "County Indemnitee"), and agrees to save, defend and hold each County Indemnitee free and harmless from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority and other liabilities (whether legal or equitable in nature, and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal) to which any County Indemnitee may be subject or incur, arising out of, caused by or otherwise relating to (i) the breach by the Affiant of any representation, warranty, covenant or agreements contained in this Affidavit; (ii) the untruthfulness or incorrectness of any representation, warranty, covenant or agreement contained in this Affidavit; and/or (iii) the violation by Affiant (or Affiant's predecessors in ownership) of Environmental Laws, or use or misuse, handling or mishandling, storage, spillage, discharge, seepage into water bodies or the groundwater supply, or release into the atmosphere of any hazardous material, pollutant or contaminant.



**FURTHER AFFIANT SAYETH NAUGHT.**

By: [To Be Signed At Closing]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Flagler

The foregoing instrument was sworn to, subscribed, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DRAFT

**EXHIBIT "C"**

**CERTIFICATION OF NON-FOREIGN STATUS**

DEFICIT REDUCTION ACT OF 1984  
(U.S. Public Law 98-369; 26 USCA 1445)  
Withholding Tax on Disposition of U.S. Real Property by Aliens

\_\_\_\_\_ (hereinafter "Transferor") and **Flagler County, a political subdivision of the State of Florida** (hereinafter "Transferee") certify as follows:

**A.** That Transferor is transferring and Transferee is acquiring an interest in and to a certain parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

**B.** Transferor and Transferee acknowledge that:

**1.** They are aware of the provisions of the Deficit Reduction Act of 1984, and the I.R.S. Regulations implementing said Act, (hereinafter "the Act") referring to the withholding tax on the disposition of United States real property interests by foreign persons and foreign corporations.

**2.** Transferor is either exempt from the Act or this transaction is not subject to the provisions of the Act for one of the following reasons:

**(a)** Transferor is not a foreign person or corporation and furnishes herewith to Transferee its tax identification number as follows:

\_\_\_\_\_.

**(b)** Transferor is a nonpublicly traded domestic corporation, which is not a "U.S. real property holding corporation".

**(c)** Transferee acknowledges receipt of a qualifying statement issued by the Secretary of the Treasury stating that no withholding is due on this transaction.

**(d)** Transferee has acquired the subject property for use as a residence, with definite plans to reside therein for at least one-half of the time it is in use during the next two (2) years, and the amount realized for the property does not exceed \$300,000.00.

**3.** Transferor is aware that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

**4.** Transferor's address is

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

5. Transferor has been advised by Transferee that Transferee must retain this certificate until the end of the fifth year following the taxable year in which the transfer takes place.

C. Transferor and Transferee give this Certificate for the purpose of closing the transaction between Transferor and Transferee without requiring the Transferee to withhold ten percent (10%) of the sales proceeds in accordance with the Act.

**IN CONSIDERATION THEREOF**, the Transferor and Transferee covenant and agree as follows:

1. That they will not hold Agent liable for any loss or damage that Transferor or Transferee shall sustain arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the Act.

2. That, to the extent permitted by law, they will hold harmless and indemnify the Agent for any loss or damage arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the provisions of the Act.

**UNDER PENALTIES OF PERJURY**, Transferor and Transferee declare that they have examined this Certification and, to the best of their knowledge and belief, it is true, correct and complete, and Transferor and Transferee further declare that they have authority to sign this document on behalf of Transferor and Transferee, respectively.

**IN WITNESS WHEREOF**, Transferor and Transferee have executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TRANSFEROR

By: [To Be Signed At Closing]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Flagler

The foregoing instrument was sworn to, subscribed, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

TRANSFEEE

FLAGLER COUNTY

\_\_\_\_\_  
**Gregory L. Hansen, Chair**

ATTEST:

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

\_\_\_\_\_  
Al Hadeed, County Attorney

**EXHIBIT "D"**

**OWNER'S AFFIDAVIT**

STATE OF Florida

COUNTY OF Flagler

**BEFORE ME**, personally appeared \_\_\_\_\_ ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the fee simple interest in the following described property located in Flagler County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Property").

2. That said Property is free and clear of all mortgages, liens and encumbrances whatsoever, except for \_\_\_\_\_.

3. That there are no Mechanic's Liens under Chapter 713 of the Florida Statutes filed against the said Property; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon said Property or any portion thereof, for which any or all of the cost of the same remains unpaid; that no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes.

4. That Affiant is in exclusive possession of said Property and no person, firm or corporation has any interest, claim of possession or contract right with respect to said Property which is not a matter of record in the Public Records of Flagler County, Florida, and there are no facts known to Affiant which could give rise to a claim being asserted against said Property.

5. That there are no actions or proceedings now pending in any state or federal court to which Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership, or insolvency.

6. That title to said Property is held by Affiant, that said property is not the homestead of Affiant, and that Affiant's residence is located at: \_\_\_\_\_.

7. That there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against said Property and no taxes, liens, or assessments which are due or about to become due which have attached or could attach to said Property.

8. That Affiant is not aware of and has not received any notice with respect to said Property: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

9. That there is no pending litigation or dispute involving or concerning the location of the boundaries of said Property.

10. That no member of the Flagler County Board of County Commissioners ("the County"), no agent or employee of the County, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from or receive any portion of the payments to be made to Affiant under the provisions of the Agreement for the purchase of said Property.

11. That Affiant has agreed and hereby agrees to indemnify and hold harmless Flagler County from and against all liability, claims, demands, damages, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees and costs on appeal, arising out of or related to the untruthfulness or incorrectness of any of the representations set forth in this Affidavit.

12. Affiant recognizes that \_\_\_\_\_ title company and Buyer will rely on the statements in this Affidavit and Affiant is making this Affidavit for the further purpose of inducing Buyer's title insurer to issue its policy or policies of title insurance in connection with the conveyance of said Property.

**FURTHER AFFIANT SAYETH NAUGHT.**

AFFIANT

By: [To Be Signed At Closing]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Flagler

The foregoing instrument was sworn to, subscribed, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "E"**

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(CORPORATION/PARTNERSHIP)**

Before me, the undersigned authority, personally appeared \_\_\_\_\_ ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 2018, who, first being duly sworn, deposes and says:

1) That affiant is the \_\_\_\_\_ of **Dennis K Bayer, as Successor Trustee for the David J Cook, Sr. Living Trust dated March 23, 2005**, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
-------------	----------------	-----------------

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------



3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the Flagler County: (if no transactions, please indicate "None")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
---	-------------	--------------------------------	----------------------------------

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT "F"**

### Assignment of Development Rights, Permits and Contracts

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the "Assignment") is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between **DENNIS K BAYER, AS SUCCESSOR TRUSTEE FOR THE DAVID J COOK, SR. LIVING TRUST DATED MARCH 23, 2005**, a Florida limited liability company, whose address is 7 Florida Park Drive N, STE H, Palm Coast, Florida 32137 ("Assignor"), and Flagler County, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 303, Bunnell, Florida 32110 ("Assignee").

### Background Facts

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated \_\_\_\_\_, 2018, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in Flagler County, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"). Assignor desires to assign any and all development rights, permits and contracts related to the Property to the Assignee.

### Agreement

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby assigns to Assignee, to the extent they exist, the following development rights, permits and contracts:
  - a. Any and all ordinances related to zoning and development of the Property.
  - b. Any and all construction plans, engineering plans and preliminary plats for the Property.
  - c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.
  - d. Any and all rights and entitlements generated by St. Johns River Water Management District environmental resource and consumptive use permits for the Property.
  - e. Any and all rights and entitlements generated by Florida Department of Environmental Protection permits for the Property.

- f. Any and all rights and entitlements generated by U.S. Army Corps of Engineers permits for the Property.
- g. Any City of Palm Coast and all other local, state and federal permits and approvals related to the Property.
- h. Any and all environmental site assessment reports for the Property.
- i. Any and all mitigation, impact fee and other credits obtained by Assignor for development of the Property through agreement or contract, whether or not the same run with the land.
- j. Any other permits or approval related to the ownership and use of the Property.

The above documents shall be referred to herein collectively as the "Approvals".

3. **Binding**. This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

4. **Assurances**. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in a manner so as to be binding as of the day and year first above written.

ASSIGNOR:

[To Be Signed At Closing]

STATE OF FLORIDA

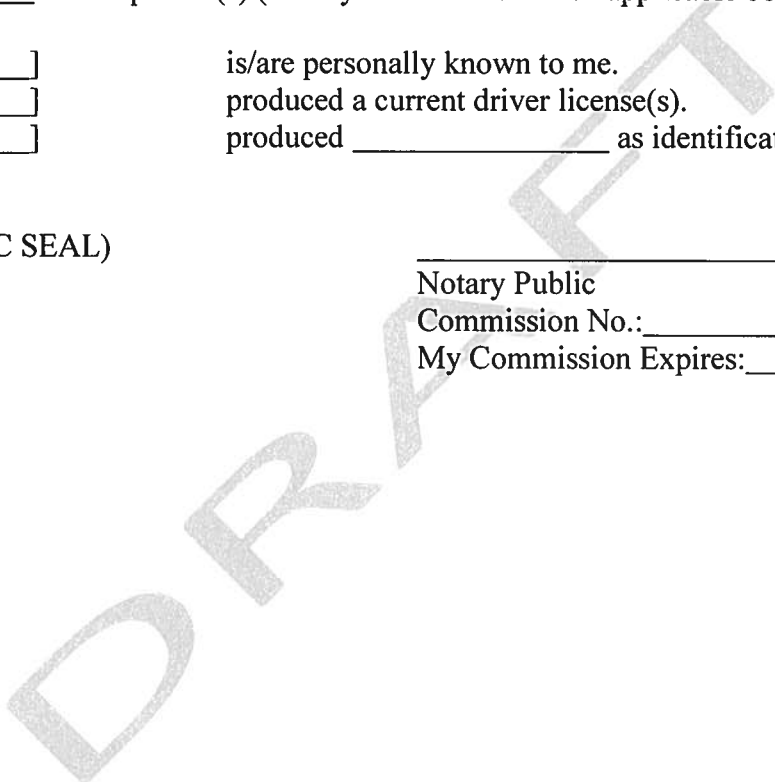
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.  
produced a current driver license(s).  
produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



ASSIGNEE:

FLAGLER COUNTY

\_\_\_\_\_  
Gregory L. Hansen, Chair

ATTEST:

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

\_\_\_\_\_  
Al Hadeed, County Attorney

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

**BTR 18 - 120**

**DATE:** 09/07/18

**PREPARED BY:** LS

**FUND:** CPF-MAJOR PROJECTS

**DEPARTMENT / DIVISION:** Reserves -Reserves

PAGE 1 OF 1

**EXPLANATION:** Transfer and appropriate funds for the purchase of parcel west of the Flagler County (Florida) Department of Health Administration and Clinic Services Building. Transfer amount includes parcel purchase price and professional services.

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	311	5000	587	9850		10,000		2,604,908	2,594,908	Reserve-Future Capital OL
2	311	xxxx	xxx	6110	640052		6,500	-	6,500	Land & Permanent Easemts HEALTH DEPT LAND ACQUISITION
3	311	xxxx	xxx	3110	640052		3,500	-	3,500	Professional Services HEALTH DEPT LAND ACQUISITION
4										
5										
6										
7										
8										
9										
<b>TOTAL</b>						<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$2,604,908.00</b>	<b>\$2,604,908.00</b>	

Financial Service Director's APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

Administrator's APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

Board Action at Meeting: APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_ cc: \_\_\_\_\_

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

**SUBJECT:** Consideration to Piggyback the Brevard County Board of County Commissioners Agreement for Fire/EMS Reporting Software per Request for Proposal (RFP) # P-4-17-02 with ESO Solutions, Inc.

**DATE OF MEETING:** September 17, 2018

**OVERVIEW/SUMMARY:** Staff is seeking authorization to piggyback the Brevard County agreement with ESO Solutions, Inc. allowing for an enhanced system for confidential sharing of electronic patient care reporting. This new software will replace the current system being utilized to document patient care, fire calls and any type of fire safety inspection. Flagler County Fire Rescue (FCFR) desire is to increase its EMS billing collections, by improving patient care documentation. The new ESO Solutions software will cost \$36,665.00 in year one for implementation, training and licensing. Recurring costs in years two through five will be \$32,180.00 annually. The total five-year investment for the new software is \$165,385.00.

Staff has also chosen an option to interface the new ESO software with the current Computer Aided Dispatch (CAD) center allowing the auto population of reports and overall increasing efficiencies. There is a one-time licensing and installation cost for the ePCR Interface in the amount of \$19,260.00 to our CAD vendor Tyler Technologies (formally New World Systems) inclusive of year one maintenance. Following year one, there will be a recurring annual maintenance fee of \$2,940.00 Tyler Technologies. A Licenses and Services Agreement with Tyler Technologies was approved by the Board on June 5, 2017 for the Energov Platform for the 911 center which contained a provision for the integration of any interface needs with that system.

For the last 18 years, FCFR has used a software (Documed) to document all patient encounters and fire calls. Documed was a basic software system that was adequate for use when FCFR was smaller and ran fewer calls, but is has since become antiquated. It is also not tied into the CAD system (center). With the increase in population, the Flagler County Fire Rescue Department has evolved with the needs of the community by responding to a much larger volume of calls and has become more advanced in its service delivery. The County currently pays an \$8,000 per year maintenance fee for the Documed software.

At no additional cost to them, the County will have the ability to provide this same software access to all EMS agencies within the County. The other EMS agencies will be allowed to operate independently within the system and will gain the ability to instantly and electronically exchange information as patients are transferred. Additionally, patient information can instantly be exchanged between the County and the hospital. This will increase the ability to access patient care data, as well as insurance carriers contacts, leading to more informed treatment and more accurate and timely billings. Moreover, the ESO software will provide for ability to analyze data entered into the software where the current software does not. The analysis can lead to the evaluation of service responses, the management of service efficiencies and similar research that must be done manually and with different software between agencies.

On April 19, 2017, the Brevard County Board of County Commissioners approved the award of RFP # P-4-17-02. with ESO Solutions, Inc., terminating on April 19, 2022. The agreement will automatically provide for automatic renewal for one year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the Brevard County Agreement. Flagler County will follow these same terms and begin implementation immediately after approval.

**FUNDING INFORMATION:** Savings have been identified in Fire Rescue's FY17-18 budget in excess of the funds required for this upgrade, within accounts 001-3815-522.xx-xx.

**DEPT./CONTACT/PHONE #:** Fire Rescue, Don Petito, (386) 313-4255  
Purchasing, Kris Collora (386) 313-4062

**RECOMMENDATIONS:** Request the Board approve the agreement with ESO Solutions, Inc. and authorize the Chair to execute the documents as approved as to form by the County Attorney and approved by the County Administrator.

**ATTACHMENTS:**

1. Flagler County Piggyback – Brevard Agreement for Fire/EMS Electronic Reporting Software.

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

  
\_\_\_\_\_  
Date



**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
COOPERATIVE PURCHASE AGREEMENT #19-004PB TO PIGGYBACK  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
AGREEMENT for FIRE/EMS ELECTRONIC REPORTING SOFTWARE  
per REQUEST FOR PROPOSALS (RFP) P-4-17-02**

This Cooperative Purchase Agreement (hereinafter, the "Agreement") by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (hereinafter, the "County"), and ESO Solutions, Inc., a Texas corporation, whose address 9020 N. Capital of Texas Highway, Building II-300, Austin, Texas 78759, (hereinafter, the "Contractor").

**RECITAL**

**A.** The County desires to "piggyback" from the Brevard County Board of County Commissioners Agreement per Request for Proposal (RFP) #P-4-17-02 for Fire/EMS Electronic Reporting Software (hereinafter, the "Brevard County Agreement") attached hereto and incorporated herein. The term of the Brevard County Agreement began on April 19, 2017 and terminates on April 19, 2022. The prices submitted per RFP# P-4-17-02 by the Contractor as modified in Exhibit A of this Agreement, attached hereto and incorporated herein, have been determined to be fair and reasonable. The RFP is sometimes referred to herein as the Solicitation Documents and is by this reference incorporated into and made a part of this Agreement. Copy of the award document by Brevard County is by this reference incorporated into and made part of this Agreement.

**B.** The Flagler County Board of County Commissioners, on September 17, 2018, approved this Agreement and authorized the Chair to execute an award of contract, under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Contractor and the County agree as follows:

**TERMS**

**1. RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2. TERM:** The term of this Agreement begins September 17, 2018 and terminates on April 19, 2022. This Agreement will automatically renew for one year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the Brevard County Agreement.

**3. SCOPE OF WORK:**

**A.** Contractor agrees to provide the Services/Supplies as specifically described and set forth in the Brevard County Agreement. The provisions of this Agreement shall control in the

event of any conflict between the provisions of the Brevard County Agreement and this Agreement.

**B.** Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

**4. COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the provisions of the Brevard County Agreement as modified in Exhibit A of this Agreement.

**5. OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of the County. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, at the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

**6. AUDIT AND INSPECTION RIGHTS:**

**A.** The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to Contractor under this Agreement, audit or cause to be audited those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**B.** The County may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the County deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

**7. AWARD OF AGREEMENT:** Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure

this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

**8. PUBLIC RECORDS:** Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
- b.) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the County's Public Records Policy or as otherwise provided by law;
- c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d.) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Julie Murphy, Flagler County Public Information Officer  
(386) 313-4039; [jmurphy@flaglercounty.org](mailto:jmurphy@flaglercounty.org); or  
1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110

**9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**10. INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

**11. DEFAULT:** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, the County, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to Contractor while Contractor was in default shall be immediately returned to the County. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

**12. RESOLUTION OF CONTRACT DISPUTES:** Contractor understands and agrees that all disputes between Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Purchasing Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$50,000.00, the Purchasing Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. Contractor shall not be entitled to seek judicial relief

unless: (i) it has first received County Administrator's written decision, approved by the County Commission if the amount of compensation hereunder exceeds \$50,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the Purchasing Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if County Administrator's decision is subject to County Commission approval); or (iii) County has waived compliance with the procedure set forth in this section by written instruments, signed by the County Administrator.

**13. TERMINATION RIGHTS:**

**A.** The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) business days prior to the effective date of such termination. In such event, the County shall pay to Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** The County shall have the right to terminate this Agreement, with notice to Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to the County all amounts received while Contractor was in default under this Agreement.

**14. INSURANCE:** Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by the Flagler County Purchasing Policy. The minimum amounts and types of Insurance required are reflected in Attachment "B", which is deemed as being incorporated by reference herein. All such insurance, including renewals, shall be subject to the approval of the Purchasing Manager for adequacy of protection and evidence of such coverage shall be furnished to the County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the County or, alternatively, reconfirmation of the insured status of coverage in accordance with Attachment B. Completed Certificates of Insurance shall be filed with the County prior to the performance of services hereunder, provided, however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with the County.

If in the judgment of the Purchasing Manager prevailing conditions warrant additional liability insurance coverage or coverage which is different in kind, the County reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

**15. ASSIGNMENT:** This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the County Commission, which may be withheld or conditioned, in the County Commission's sole discretion.

**16. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CONTRACTOR:**  
ESO Solutions, Inc.  
9020 North Capital of Texas Highway  
Building 2, Suite 3  
Austin, Texas 78759

**TO THE COUNTY:**  
Flagler County BOCC  
Attn: Fire Rescue Division  
1769 E. Moody Blvd., Building 3  
Bunnell, FL 32110

**17. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of laws provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

**E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. **INDEPENDENT CONTRACTOR:** Contractor has been procured and is being engaged to provide services to the County as an independent contractor, and not as an agent or employee of the County.

20. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

21. **REAFFIRMATION OF REPRESENTATIONS:** Contractor hereby reaffirms all of the representations contained in the Solicitation Documents.

22. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**[SIGNATURE PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**Attest:**

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit  
Court and Comptroller

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Gregory L. Hansen, Chair

**APPROVED-AS-TO-FORM**

\_\_\_\_\_  
Al Hadeed, County Attorney

As authorized for execution by the Board of Flagler County  
Board of County Commissioners at its September 17, 2018  
regular meeting.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**ATTEST:**

**ESO SOLUTIONS, INC.**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

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**EXHIBIT A**  
**SCHEDULE OF SUBSCRIPTION FEES**

The COUNTY has selected the following Services, at the fees indicated:

Year One pricing:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.  Fee Type: Recurring	14000 /Calls	\$20,390.00
<i>EHR Suite w/ QM &amp; Mobile Discount</i>	Fee Type: Recurring		(\$2,650.70)
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.  Fee Type: Recurring	14000 /Incidents	\$2,995.00
<i>CAD Integration Discount</i>	Fee Type: Recurring		(\$ 389.35)
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included.  Fee Type: Recurring	14000 /Incidents	\$1,295.00
<i>Cardiac Monitor Discount</i>	Fee Type: Recurring		(\$ 168.35)
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.  Fee Type: Recurring	14000 /Incidents	\$ 795.00
<i>EHR Billing Standard Interface Discount</i>	Fee Type: Recurring		(\$ 795.00)
Fax	Allows for faxing of records.  Fee Type: Recurring	14000 /Incidents	\$1,350.00
<i>Fax Discount</i>	Fee Type: Recurring		(\$ 175.50)
EHR Training	Daily Rate  Fee Type: One-Time	3 /Day	\$2,985.00
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.  Fee Type: One-Time	1500 /Travel Cost	\$1,500.00
HDE - ESO EHR Connection	Bi-directional connection for an ESO EHR customer for HDE  Fee Type: Recurring	1 /Incidents	\$ 495.00
<i>HDE - ESO EHR Connection Discount</i>	Fee Type: Recurring		(\$ 64.35)

Fire Incidents - Career FD - 1st Station	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.  Fee Type: Recurring	1 /Stations	\$1,295.00
Fire Properties - Career FD - 1st Station	Initial station subscription for Properties – the data collection application for Properties & Occupancies – includes CAMEO integration, Pre-Plan view, and stores property and occupant history (presence or chemicals & tanks, incidents, and previous inspect  Fee Type: Recurring	1 /Stations	\$ 495.00
Fire Incidents - Career - Additional Stations	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.  Fee Type: Recurring	3 /Stations	\$2,985.00
Fire Inspections - Career - Additional Stations	Additional station subscription for ESO's Inspections Application for Career Fire Departments.  Fee Type: Recurring	3 /Stations	\$1,335.00
Fire Inspections - Career FD - 1st Station	Initial station subscription for Inspections – includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections – as well  Fee Type: Recurring	1 /Stations	\$ 595.00
Fire Properties - Career - Additional Stations	Additional station subscription for ESO's Properties Application for Career Fire Departments.  Fee Type: Recurring	3 /Stations	\$1,185.00
Telestaff Integration	  Fee Type: Recurring	1 /Incidents	\$1,395.00
<i>Telestaff Integration Discount</i>	Fee Type: Recurring		(\$ 181.35)

List Price: \$41,090.00

Discounts: (\$4,424.60)

Tax: \$0.00

Total: \$36,665.40

### Year Two – Five Pricing Summary:

<b>Contract Term</b>	<b>Cost</b>
Year 1(Training Included)	\$36,665.00
Year 2	\$32,180.00
Year 3	\$32,180.00
Year 4	\$32,180.00
Year 5	\$32,180.00
<b>Grand Total for Year 1-5:</b>	<b>\$165,385.00</b>

**Payment Terms:** The services described above shall be invoiced annually upon execution of the Agreement (“Subscription Start Date”), and for each year this Agreement is in effect, shall recur upon the anniversary date of the Subscription Start Date.

**ATTACHMENT "A"**

Agreement between Brevard County Board of  
County Commissioners and ESO Solutions, Inc.

## AGREEMENT

This Agreement made and entered into this 19<sup>th</sup> day of April, 2017 by and between **BREVARD COUNTY, FLORIDA** a political subdivision of the State of Florida (hereinafter referred to as the "County"), and **ESO SOLUTIONS, INC.**, a Texas corporation with its principal place of principal place of business at 9020 N Capital of Texas Highway, Building II-300, Austin, Texas 78759 (hereinafter referred to as "ESO").

## WITNESSETH

**WHEREAS**, the County desires to obtain the services of ESO on behalf of Brevard County Fire Rescue (BCFR), with its principal place of business at 1040 S. Florida Ave., Rockledge, Florida 32955 to provide software services which includes Quality Management, Analytics, Patient Tracker, Unlimited Users and Mobile Applications, Live Support, State and Federal Data Reporting, NFIRS data reporting, CAD Data Integration, Telestaff Integration, Cardiac Monitor, Web Training, Free Regional User Groups and Software Updates.

**NOW THEREFORE**, in consideration and acknowledgement of the premises and the mutual promises specified hereinafter, it is mutually agreed by the parties as follows:

### **SECTION 1 TERM:**

The Term of this Agreement will be in force and effective upon the approval and signing of this Agreement by both parties and shall terminate five years after the Effective Date. The Agreement shall automatically renew for successive renewal terms of one (1) year, unless one party give the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the current term.

## **SECTION 2    TERMINATION:**

### **2.1 Termination by County for ESO Default:**

If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from the County, this Agreement may be terminated without the County incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 14, *Force Majeure*, the County may terminate the affected Service(s) without liability to ESO.

### **2.2 Termination by ESO for County Default:**

ESO may terminate this Agreement with no further liability if (i) the County fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) the County fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO. In the event of a County Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to the County by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a County Default, the County shall remain liable for all accrued Subscription Fees and other charges.

### **2.3 Delivery of Data Upon Expiration or Termination of Agreement:**

If the County requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 2 above, ESO shall deliver to the County its data. ESO shall make reasonable and good faith efforts to accommodate the County's preference for the type of media for delivery. The County shall reimburse ESO for the cost of the media on which County's data is delivered to the County.

**SECTION 3 SERVICES:**

- 3.1** ESO agrees to provide the County the services selected by the County on Exhibit A attached hereto and incorporated by reference herein. The County agrees that services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by ESO regarding future functionality or future features.
- 3.2** During the Term of this Agreement, ESO shall provide the County the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated herein. ESO will also provide Updates to the County, in accordance with Exhibit B.
- 3.3** Upon request by the County, ESO may provide services related to the Software other than the standard support described in Exhibit B at ESO's then-current labor rates. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by the County for such professional services.

**SECTION 4 SYSTEM MAINTENANCE:**

In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify the County prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.

**SECTION 5 ACCESS TO INTERNET:**

The County has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to the County regarding the reliability, performance or security of any particular network or provider.

**SECTION 6 ACKNOWLEDGEMENT AND DISCLAIMER OF WARRANTIES:**

The acknowledges that ESO cannot guarantee that there will never be any outages in ESO network and that no credits shall be given in the event the County's access to ESO's network is interrupted. THE SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**SECTION 7 MOBILE SOFTWARE:**

If Customer elects to use ESO's Mobile Software, the provisions of this Section shall apply.

- a. Use of Software. Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to the County a non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
- b. Ownership and Restrictions. This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. The County will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. The County agrees to keep the Software free and clear of all claims, liens, and encumbrances.
- c. Mobile Software Interface Fee. The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to the County.



- d. Title. ESO hereby represents and warrants to the County that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, the County's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or
- (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

## **SECTION 8 SUBSCRIPTION FEES, INVOICES AND PAYMENT TERMS:**

- 8.1 Subscription Fees.** The County shall pay to ESO the fees for the Services as described in Exhibit A. ESO may evaluate the County's usage and adjust the County's invoice based on changes in the County's usage as indicated in Exhibit A. ESO shall have the option to increase pricing, except during the Initial Term, as long as it provides at least sixty (60) days' notice of such increase to the County prior to automatic renewal under Section 1 above.
- 8.2 Payment of Invoices.** The County shall pay the full amount of invoices within thirty (30) days of receipt (the "**Due Date**"). The County is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
- 8.3 Disputed Invoices.** If the County in good faith disputes a portion of an invoice, the County shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, the County must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the County believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting the County's claim. If the County does not notify ESO of a disputed invoice by the Due Date, the County shall have waived its right to dispute that invoice. Any disputed amounts determined by ESO to be payable shall be due within ten (10) days of such determination.
- 8.4 Taxes and Fees.** This Agreement is exclusive of all taxes and fees. Unless otherwise required by law, the County is responsible for and will remit (or will reimburse ESO for) all taxes of any kind,

including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided to the County under this Agreement.

**SECTION 9 CONFIDENTIAL INFORMATION:**

*"Confidential Information"* shall mean all information disclosed in writing by one Party to the other Party that is clearly marked "CONFIDENTIAL" or "PROPRIETARY" by the disclosing Party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing Party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing Party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing Party shall be returned to the disclosing Party or destroyed upon request of the disclosing Party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected Party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as

may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

**SECTION 10 AGGREGATE DATA REPORTING:**

The County hereby grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information ("**PHI**") unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.

**SECTION 11 INSURANCE:**

ESO, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Professional Liability Insurance:** Professional Liability Insurance with a minimum of one million dollars (\$1,000,000.00).
- b. **General Liability Insurance:** General Liability insurance with one million dollars (\$1,000,000.00) combined single limit for each occurrence to include the following coverage: operations, personal injury contractual liability covering this Agreement and Errors & Omissions.
- c. **Workers' Compensation and Employers Liability Insurance:** Full and complete Workers' Compensation coverage, as required by the State of Florida law, and Employers Liability shall be provided.
- d. **Insurance Certificates:** ESO shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida. The insurance coverage listed above constitutes the minimum requirements and shall in no way lessen or limit the liability of ESO under the terms of this Agreement.

**SECTION 12 AUDITING, RECORDS AND INSPECTION:**

**12.1 Auditing and Inspection**

In the performance of this Agreement, ESO shall keep books, records and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by ESO for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statute.

**12.2 Public Records Request**

The County and ESO agree to comply with any request for public records or documents made in accordance with Section 119.07, Florida Statutes. Upon a request for public records related to this Agreement, the County or ESO, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or ESO, as the case may be.

**SECTION 13 LIMITATIONS OF LIABILITY:**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL

EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY WAS SPECIFICALLY BARGAINED FOR AND IS ACCEPTABLE TO CUSTOMER. FURTHER, EACH PARTY'S WILLINGNESS TO AGREE TO THE LIMITATIONS CONTAINED IN THIS SECTION WAS MATERIAL TO ENTERING INTO THIS AGREEMENT.

**SECTION 14 INDEMNIFICATION BY COUNTY:**

To the extent allowable by law the County will defend and indemnify ESO from any and all claims brought by third parties against ESO and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) the County's misuse of the Services and/or Software, (ii) any services provided by the County to third parties, or (iii) the County's negligence, inaction or omission in connection with the services it provides to third parties.

**SECTION 15 FORCE MAJEURE:**

Neither Party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected Party and occurs without such Party's fault or negligence.

**SECTION 16 COMPLIANCE WITH LAWS:**

Both Parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.

**SECTION 17 NO PRESS RELEASES WITHOUT CONSENT:**

Neither Party may use the other Party's name or trademarks, nor issue any publicity or public statements concerning the other Party or the existence or content of this Agreement, without the other Party's prior written consent.

**SECTION 18 JURISDICTION, VENUE AND GOVERNING LAW:**

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in a court of competent jurisdiction in and for Brevard County, Florida, which shall be deemed the proper jurisdiction and venue for the action. Any trial shall be non-jury.

**SECTION 19 INDEPENDENT CONTRACTOR:**

Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. ESO is an independent contractor and not an agent of the County.

**SECTION 20 NOTICES:**

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) fax. Notices shall be sent to the addresses set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section. No Party to this Agreement shall refuse delivery of any notice hereunder.

TO COUNTY:

Brevard County Fire Rescue  
Attn: Fire Chief  
1040 S. Florida Avenue  
Rockledge, FL 32955

TO ESO SOLUTIONS, INC.:

Chris Dillie, President and CEO  
ESO Solutions, Inc.  
9020 N. Capital of Texas Highway  
Building II-300  
Austin, TX 78759

**SECTION 21 ATTORNEY'S FEES AND COSTS:**

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

**SECTION 22 WAIVER:**

No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. If the County has made any change to the Agreement that the County did not bring to ESO's attention in a way that is reasonably calculated to put ESO on notice of the change, the change shall not become part of the Agreement.

**SECTION 23 SEVERABILITY:**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**SECTION 24 COUNTERPARTS; EXECUTION:**

This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" ("*.pdf*") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. "*electronic signature*" through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

**SECTION 25 CONSTRUCTION OF AGREEMENT**

The parties hereby acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

**SECTION 26 ASSIGNMENTS:**

ESO may not assign any portion of its rights, duties or responsibilities under this Agreement without written prior permission of the County.

**SECTION 27 ENTIRE AGREEMENT:**

This Agreement, including all schedules, exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) (see Exhibit C) are incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is asserted.

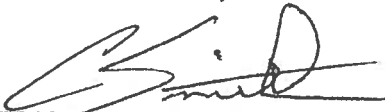


IN WITNESS WHEREOF, the parties have executed this Agreement the date and year written above.

WITNESS:


BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Carrie S. Cotter

By: 

Signature

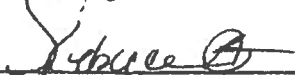
Curt Smith, Chairman

CARRIE L. COTTER  
MY COMMISSION # GG 001748  
EXPIRES: September 19, 2020  
  
Name & Title, Typed or Printed

Date: 4/19/2017

Date: 4/19/2017

Reviewed for legal form and content:

  
Becky Behl-Hill, Assistant County Attorney

WITNESS:

ESO SOLUTIONS, INC.



By: 

Signature

Chris Dillie, President and CEO

Michael Sios, VP & Corporate Counsel  
Name & Title, Typed or Printed

Date: April 11, 2017

Date: April 11, 2017

**EXHIBIT A  
SCHEDULE OF SUBSCRIPTION FEES**

The County has selected the following Services, at the fees indicated:

**Year one pricing:**

Product	Quantity	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 60,000 - 80,000 Calls	1.00	\$86,990.00	Annual subscription amount - Includes Quality Management, Analytics, Patient Tracker. Allows for unlimited users and mobile applications, live support, state and federal data reporting, weekly web training, free regional user groups, software updates
Fire Suite 30,000 - 45,000 Incidents	1.00	\$19,995.00	Annual Recurring Cost - Includes unlimited users, live support, NFIRS data reporting, continuous web training, free regional user groups and software upgrades
CAD Integration 100,000 - 125,000 Incidents	1.00	\$4,995.00	Annual Recurring Cost - Allows for CAD data intergration
Cardiac Monitor 60,000 - 80,000 Incidents	1.00	\$2,495.00	Annual Recurring Cost - Unlimited cardiac monitors, allows for import of cardiac monitor data
Billing Standard Interface 60,000 - 80,000 Incidents	1.00	\$1,295.00	Annual Recurring Cost - Allows for integration of discrete ePCR data into billing software
Telestaff Integration 20,000 - 125,000 Incidents	1.00	\$2,595.00	Annual Recurring Cost - Allows for the integration of personnel
Training - EHR	3.00	\$2,985.00	One Time Cost - 3 days of onsite training, also includes web training, system setup and implementation
Training Travel Costs - EHR	1.00	\$1,500.00	One Time Cost - includes airfare, hotel and rental car fees

Grand Total            \$122,850.00

**Year two through five annual pricing:**

Product	Quantity	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 60,000 - 80,000 Calls	1.00	\$86,990.00	Annual subscription amount - Includes Quality Management, Analytics, Patient Tracker. Allows for unlimited users and mobile applications, live support, state and federal data reporting, weekly web training, free regional user groups, software updates
Fire Suite 30,000 - 45,000 Incidents	1.00	\$19,995.00	Annual Recurring Cost - Includes unlimited users, live support, NFIRS data reporting, continuous web training, free regional user groups and software upgrades
CAD Integration 100,000 - 125,000 Incidents	1.00	\$4,995.00	Annual Recurring Cost - Allows for CAD data intergration
Cardiac Monitor 60,000 - 80,000 Incidents	1.00	\$2,495.00	Annual Recurring Cost - Unlimited cardiac monitors, allows for import of cardiac monitor data
Billing Standard Interface 60,000 - 80,000 Incidents	1.00	\$1,295.00	Annual Recurring Cost - Allows for integration of discrete ePCR data into billing software
Telestaff Integration 20,000 - 125,000 Incidents	1.00	\$2,595.00	Annual Recurring Cost - Allows for the integration of personnel
<b>Grand Total</b>		<b>\$118,365.00</b>	

**Grand Total pricing years one through five:  
\$596,310.00**

**PAYMENT TERMS AND PAYMENT MILESTONES**

The subscription year for Services shall begin upon execution of the Subscription Agreement or upon the commencement of active work on software implementation, whichever date comes later. The Subscription Fees are invoiced annually in advance commencing upon execution of this Agreement.

## EXHIBIT B

### SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services ("**Support Services**") that ESO will provide and the service levels that ESO will meet.

1. **Definitions.** Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.
  - (a) "**Customer Service Representative**" shall be the person at ESO designated by ESO to receive notices of Errors encountered by the County that the County's Administrator has been unable to resolve.
  - (b) "**Error**" means any failure of the Software to conform in any material respect with its published specifications.
  - (c) "**Error Correction**" means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
  - (d) "**Priority A Error**" means an Error that renders the Software inoperable or causes a complete failure of the Software.
  - (e) "**Priority B Error**" means an Error that substantially degrades the performance of the Software or materially restricts the County's use of the Software.
  - (f) "**Priority C Error**" means an Error that causes only a minor impact on the County's use of the Software.
  - (g) "**Update**" means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to the County.
  - (h) "**Normal Business Hours**" means 7:00 am to 7:00 pm Monday through Friday, Central Time Zone.

2. **The County's Obligations.**

The County will provide at least one administrative employee (the "**Administrator**" or "**Administrators**") who will handle all requests for first- level support from the County's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to the County's employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to the County's employees. The Administrators will refer any Errors to ESO's Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. **Support Services.**

- (a) **Scope.** As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to the County during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.

(b) **Procedure.**

- (i) **Report of Error.** In reporting any Error, the County's Administrator will describe to ESO's Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
- (ii) **Efforts Required.** ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO's Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. **ESO Server Administration.**

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
  - (i) Microsoft Patch Management
  - (ii) Security patches to supported applications and related components
  - (iii) Event Log Monitoring
  - (iv) Log File Maintenance
  - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

**EXHIBIT C**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("**Agreement**") is entered into by and between ESO Solutions, Inc. ("**Vendor**"), a Texas corporation, and the County ("**Covered Entity**"), as of the Effective Date of the Subscription Agreement, for the purpose of setting forth Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a "**Party**" and collectively as the "**Parties**." This Agreement shall commence on the Effective Date set forth above.

**WHEREAS**, Covered Entity, owns, operates, manages, performs services for, otherwise are affiliated with or are themselves a Covered Entity as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the "**Privacy Standards**") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**");

**WHEREAS**, pursuant to HIPAA and HITECH, the U.S. Department of Health & Human Services ("**HHS**") promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the "**Security Standards**") requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including electronic protected health information ("**EPHI**");

**WHEREAS**, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," as such may be revised or amended by HHS from time to time:

**WHEREAS**, in connection with Vendor's performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively "**Business Arrangements**"), Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

**WHEREAS**, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. **Vendor Obligations.**

In accordance with this Agreement and the Business Arrangements, Vendor may use, disclose, access, create, maintain, transmit, and/or receive on behalf of Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the “**Confidentiality Requirements**”). All reference to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Vendor uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of Covered Entity pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes “**Genetic Information**” as set forth at 45 C.F.R. §160.103. To the extent Vendor is to carry out an obligation of Covered Entity under the Confidentiality Requirements, Vendor shall comply with the provision(s) of the Confidentiality Requirements that would apply to Covered Entity (as applicable) in the performance of such obligations(s).

2. **Use of PHI.**

Except as otherwise required by law, Vendor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Furthermore, Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501. Covered Entity also authorizes Vendor to collect and store its data for aggregate reporting, but in no event shall Vendor disclose PHI unless permitted by law. Moreover, Vendor will not identify Covered Entity without consent. Covered Entity authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.**

- 3.1 Subject to any limitations in this Agreement, Vendor may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable law. Vendor agrees

not to disclose PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Covered Entity in the same manner. Further, Vendor may disclose PHI for the proper management and administration of Vendor; provided that: (i) such disclosures are required by law; or (ii) Vendor: (a) obtains reasonable assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to third party, and (b) requires the third party to agree to immediately notify Vendor of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Vendor shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Vendor becoming aware of such use or disclosure.

- 32 If Vendor uses or contracts with any agent, including a subcontractor (collectively "**Subcontractors**") that uses, discloses, accesses, creates, receives, maintains or transmits PHI on behalf of Vendor, Vendor shall require all Subcontractors to agree in writing to the same restrictions and conditions that apply to Vendor under this Agreement. In addition to Vendor's obligations under Section 9, Vendor agrees to mitigate, to the extent practical and unless otherwise requested by the Covered Entity, any harmful effect that is known to Vendor and is the result of a use or disclosure of PHI by Vendor or any Subcontractor in violation of this Agreement. Additionally, Vendor shall ensure that all disclosures of PHI by Vendor and its Subcontractors comply with the principle of "**minimum necessary use and disclosure,**" (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. **Individual Rights Regarding Designated Record Sets.**

If Vendor maintains a Designated Record Set on behalf of Covered Entity, Vendor shall: (i) provide access to and permit inspection and copying of PHI by Covered Entity under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Vendor as required by Covered Entity. Vendor shall respond to any request from Covered Entity for access by an individual within ten (10) business days of such request and shall make any amendment requested by Covered Entity within twenty (20) business days of such request. Any information requested under this **Section 4** shall be provided in a form or format requested, if it is readily producible in such form or format. Vendor may charge a reasonable fee based upon Vendor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media



copies). Vendor shall notify Covered Entity within ten (10) business days of receipt of any request for access or amendment by an individual.

5. **Accounting of Disclosures.**

Vendor shall make available to Covered Entity within ten (10) business days of a request by Covered Entity the information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Vendor may charge a reasonable fee based upon Vendor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Vendor informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination or expiration of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. **Withdrawal of Authorization.**

If the use or disclosure of PHI under this Agreement is based upon an individual's specific authorization regarding the use of his or her PHI, and: (i) the individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Vendor agrees, if it has received notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent Vendor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.**

Vendor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Vendor and Covered Entity with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents.

8. **Implementation of Security Standards; Notice of Security Incidents.**

Vendor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Vendor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses,

discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Vendor will use commercially reasonable efforts to ensure that the technology safeguards used by Vendor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI. Vendor will promptly report to Covered Entity any Security Incident of which it becomes aware; provided, however, that Covered Entity acknowledges and shall be deemed to have received notice from Vendor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Vendor; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of Covered Entity, Vendor shall identify: the date of the Security Incident, the scope of the Security Incident, Vendor's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

91 **HIPAA Data Breach Notification and Mitigation.** Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 ("**HIPAA Breach**"). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as describe below in this **Section 9.1**, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery of a HIPAA Breach, Vendor will notify Covered Entity immediately and in no event later than five (5) business days after Vendor discovers such HIPAA Breach unless Vendor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor. Vendor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Vendor. No later than ten (10) business days following a HIPAA Breach, Vendor shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et. seq.* This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

92 **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of **Section 9.1**, Vendor agrees to implement reasonable systems

for the discovery and prompt reporting of any breach of individually identifiable information (including, but not limited to, PHI and referred to hereinafter as "**Individually Identifiable Information**") that, if misused, disclosed, lost or stolen would trigger an obligation under one or more State data breach notification laws (each a "**State Breach**") to notify the individuals who are the subject of the information. Vendor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Vendor shall promptly: (i) notify Covered Entity within five (5) business days of such misuse, disclosure, loss or theft; and (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI or Individually Identifiable Information.

10. **Obligations of Covered Entity.**

10.1 **Notification Requirement.** Covered Entity shall notify Vendor of:

- a. Any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such changes may affect Vendor's use or disclosure of PHI;
- b. Any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor's use or disclosure of PHI; and
- c. Any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PHI.

10.2 **Permissible Requests.** Covered Entity agrees that it will not request Vendor to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Covered Entity.

11. **Terms and Termination.**

11.1 **Termination.** This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 11**; provided, however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of

which shall continue in accordance with their terms.

- 112 Termination with Cause. Either Party may immediately terminate this Agreement if either of the following events have occurred and are continuing to occur:
- a. Vendor or Covered Entity fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) business days after written notice of such failure has been given; or
  - b. Vendor or Covered Entity violates any provision of the Confidentiality Requirement or applicable federal or state privacy law relating to its obligations under this Agreement.
- 113 May Terminate Business Arrangements in Event of for Cause Termination. Termination of this Agreement for either of the two reasons set forth in **Section 11.2** above shall be cause for immediate termination of any Business Arrangement pursuant to which Vendor uses, discloses, accesses, receives, creates, or transmits PHI for or on behalf of Covered Entity.
- 114 Termination Upon Conclusion of Business Arrangements. Upon the expiration or termination of all Business Arrangements, either Covered Entity or Vendor may terminate this Agreement by providing written notice to the other Party.
- 115 Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Vendor agrees either to return all PHI or to destroy all PHI received from Covered Entity that is in the possession or control of Vendor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Vendor shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI. Vendor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 11.5** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

12. **No Warranty.**

PHI IS PROVIDED SOLELY ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Ineligible Persons.**

Vendor represents and warrants to Covered Entity that its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) of any state healthcare program (collectively, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Vendor representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Vendor shall immediately notify Covered Entity of any change in the status of the representations and warranties set forth in this **Section 13**. Any breach of this **Section 13** shall give Covered Entity the right to terminate this Agreement immediately.

14. **Equitable Relief.**

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that either Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity.

15. **Entire Agreement.**

This Agreement constitutes the complete agreement between Vendor and Covered Entity relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however* that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that a Party believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, that Party may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to the other Party which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied

from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

**ATTACHMENT "B"**

**INSURANCE REQUIRED** – Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The Contractor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

**Coverage Required** – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

<b><u>Coverage</u></b>	<b><u>Minimum Amounts and Limits</u></b>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
(b) Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp. Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned) Option of Split Limits: (1.) Bodily Injury	\$1,000,000 Combined Single Limit   \$ 500,000 per Person \$1,000,000 per Accident

(2.) Property Damage	\$ 500,000
(d) Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.