



FLORIDA ASSOCIATION OF COUNTIES, INC.
POLICY

Subject: Conflict of Interest

Objective: To create and maintain a mechanism for protecting corporate decisions from being unduly influenced by conflicts of interest.

Section 1. Definitions. For purposes of this Policy and the Conflict of Interest Disclosure Statement, the following capitalized terms have the following meanings, unless otherwise indicated:

"Arrangement" means any proposed or existing contract, transaction, or agreement of the Association in which a Director or Officer has a Direct or Indirect Financial or Other Material Interest.

"Board of Directors" means the Association's governing body, as described and defined in the Bylaws.

"Bylaws" means the Association's duly adopted corporate bylaws, effective on the date of this Policy adoption and as may be amended from time-to-time.

"Association" means the Florida Association of Counties, Inc.

"Co-Investment Interest" means an interest that exists when a Director or Officer, or one of his or her Relatives, has personal funds invested with an investment manager providing, or expected to provide, investment management services to the Association or in a professionally managed investment fund, which shall not include mutual funds or other similar investment vehicles generally available to the investing public on essentially the same terms, in which the Association is invested or is considering investing.

"Confidential Information" is information obtained through the Director's or Officer's position that has not become public information.

"Conflict of Interest" may arise when a person has an existing or potential financial interest or other material interest that impairs, or might appear to impair, his or her independence or objectivity in the discharge of responsibilities and duties to the Association.

"Conflict of Interest Disclosure Statement" means the acknowledgement of this Policy and disclosure statement that is described in Section 10 in and attached to this Policy.

RODNEY J. LONG
PRESIDENT
ALACHUA

ILENE LIEBERMAN
PRESIDENT ELECT
BROWARD

DOUG SMITH
FIRST VICE PRESIDENT
MARTIN

BILL WILLIAMS
SECOND VICE PRESIDENT
GULF

SUSAN LATVALA
IMMEDIATE PAST PRESIDENT
PINELLAS

CHRISTOPHER L. HOLLEY
EXECUTIVE DIRECTOR



"Conflict of Interest Policy" or "this Policy" means this corporate policy, adopted by the Board of Directors as of the date signed below and as may be amended from time-to-time.

"Direct or Indirect Financial or Other Material Interest" means an interest of a Director or Officer in an Arrangement if he or she, or one of his or her Relatives (a) has a Substantial Financial Interest directly in the Arrangement; or (b) has a Substantial Financial Interest in any Involved Organization; or (c) holds a position as trustee, director, officer, member partner, or employee in any such party or Involved Organization.

"Director" means any elected, appointed, or voting ex-officio member of the Board of Directors of the Association, as so defined under the Association's Bylaws.

"Finance and Audit Committee" or "the Committee" means the finance and audit committee, created under Article X of the Association's Bylaws, or its successor in function.

"Involved Organization" means any entity that is a party to an Arrangement or is in any way involved in an Arrangement, including through the provision of services in connection therewith.

"Officer" means any person, who under the Association's Bylaws is defined to be an officer and the Immediate Past President, as that person is defined under the Association's Bylaws.

"Relative" means spouse or significant other living in the same household ("life partner"), brothers or sisters (by whole or half blood), life partners of brothers or sisters (by whole or half blood), ancestors, children, grandchildren, great-grandchildren, and life partners of children, grandchildren, and great-grandchildren.

"Substantial Financial Interest" means an interest of a Director or Officer that involves (a) an ownership or investment interest representing more than 1% of the outstanding shares of a publicly traded company or 5% of the outstanding shares or comparable interest of a privately owned company with which the Association has or is negotiating an Arrangement or which is an Involved Organization with respect to the Arrangement; or (b) an ownership or investment interest, which produces a significant amount of income for or constitutes a significant part of the net worth of the Director or Officer, or a Relative of the Director or Officer, in any entity with which the Association has or is negotiating an Arrangement or which is an Involved Organization with respect to the Arrangement; or (c) a compensation arrangement of any kind with any entity or individual with which the Association has or is negotiating an Arrangement or with any Involved Organization with respect to the Arrangement.

Section 2. Purpose of Policy. The Directors and Officers owe a duty of loyalty to the Association, which requires that in serving the Association they act, not in their personal interests or in the interests of others, but rather solely in the interests of the Association. Directors and Officers must have an undivided

allegiance to the Association's mission and may not use their position as Directors or Officers, information they have about the Association, or the Association's property, in a manner that allows them to secure a pecuniary or other material benefit for themselves or their Relatives. Accordingly, a Director or Officer may not use his or her position at the Association for personal gain or to benefit another at the expense of the Association, its mission, or its reputation. This Policy is intended to protect the Association's interests when it is contemplating entering into an Arrangement that might benefit the private interests of a Director or Officer. This Policy is also meant to aid Directors and Officers in performing the duties imposed upon them by the laws of the State of Florida the United States of America with respect to their management responsibilities and fiduciary obligations to the Association. The Association is committed to transparency and openness in its operations.

Section 3. Duties of Officers and Directors.

(A) Every Director and Officer must discharge his or her duties in good faith, with the degree of care that an ordinarily prudent person in a like position would exercise under similar circumstances. This requires using common sense, being diligent and attentive to the Association's needs, and making thoughtful decisions in the best interest of the Association. A Director or Officer may not take personal advantage of a business opportunity that is offered to the Association unless the Association's Board of Directors first determines not to pursue the opportunity.

(B) Each Director and Officer must protect the Confidential Information of the Association and must not use Confidential Information of the Association for his or her personal benefit, or use such Confidential Information or his or her position as a Director or Officer to the detriment of the Association.

Section 4. Direct or Indirect Financial or Other Material Interest.

Arrangements of the Association in which a Director or Officer has a Direct or Indirect Financial or Other Material Interest are not prohibited, but are subject to scrutiny.

Section 5. Disclosure of Interest and Participation in Meeting.

(A) Each Director and Officer shall promptly disclose any Direct or Indirect Financial or Other Material Interest that he or she has or reasonably expects to have in any Arrangement with the Association prior to the start of any negotiations with respect to such matter. A Direct or Indirect Financial Interest required to be disclosed under this Policy shall be disclosed in writing to the Association President. Such disclosure shall include all material facts and supply any reasons why the Arrangement might be or not be in the best interest of the Association. The President shall refer the issue to the Finance and Audit Committee.

(B) The Director or Officer who discloses a Direct or Indirect Financial or Other Material Interest in an Arrangement may make a presentation and respond to questions by the Committee, but after such presentation, he or she shall leave the

meeting during the discussion of, and vote on, the Arrangement that results in the Conflict of Interest. As part of any such presentation, the Director or Officer shall provide to the Committee any reasons why the Arrangement might be or not be in the best interests of the Association. The Committee shall determine whether the Association can obtain a more advantageous Arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest. The Committee may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed Arrangement. If a more advantageous Arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Committee shall determine by majority vote of the disinterested members of the Committee whether the Arrangement is in the Association's best interests and whether it is fair and reasonable to the Association and shall make its decision as to whether to enter into the Arrangement in conformity with such determination.

Section 6. Minutes of Meeting. The names of the Directors and Officers who disclosed or otherwise were found to have a Direct or Indirect Financial or Other Material Interest in an Arrangement with the Association, the nature of the interest, and the extent of the Director's or Officer's participation in the relevant committee meeting on matters related to the financial or other material interest shall be recorded in the minutes for that meeting. The minutes also shall include a record of any determination as to whether the Arrangement was in the best interest of and fair and reasonable to the Association, notwithstanding the interest, and the specific reasons supporting the determination, including any alternatives to the Arrangement, the names of the persons who were present for discussions and votes relating to the Arrangement, and a record of any votes taken in connection therewith.

Section 7. Co-Investment Interest. Each Officer and Director also shall disclose whether he or she, or one of his or her Relatives, has a Co-Investment Interest. Such Co-Investment Interest shall be disclosed in writing to the President. Such disclosure shall include all material facts, including, but not limited to, fee arrangements and any preferential treatment received by the Director or Officer, or one of his or her Relatives, and not available to other investors necessary to determine whether such Co-Investment Interest may provide a benefit to the Director or Officer, or one of his or her Relatives. If the President determines that the Co-Investment Interest may provide some advantage to the Director or Officer, or one of his or her Relatives, the President shall refer the issue to the Committee. The Director or Officer who discloses a Co-Investment Interest may make a presentation and respond to questions from the Committee but shall not be present during the discussion of, and vote on, how to address the Co-Investment Interest. The Committee shall determine what, if any, corrective action is required with respect to the Co-Investment Interest, including, but not limited to, terminating the investment relationship or seeking an adjustment in fee structure.

Section 8. Failure to Disclose. If the Committee has reasonable cause to believe that a Director or Officer has failed to disclose a Direct or Indirect Financial or Other Material Interest or Co-Investment Interest subject to this Policy, it shall inform the Director or Officer of the basis for such belief and afford the Director or

Officer an opportunity to explain the alleged failure to disclose. If, after hearing the response of such individual and making such further investigation as may be warranted in the circumstances, the Committee determines that the Director or Officer has in fact failed to disclose a Direct or Indirect Financial or Other Material Interest or Co-Investment Interest subject to this Policy, it shall take appropriate disciplinary and corrective action.

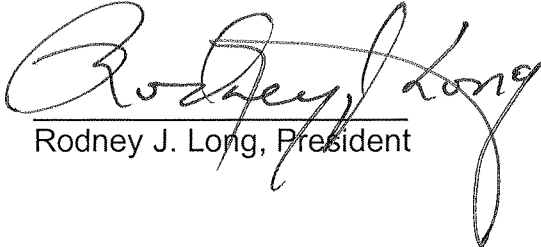
Section 9. Employees Covered by Policy. This Policy shall apply to the Executive Director, the Director of Finance and Administration, and the General Counsel.

Section 10. Annual Disclosure Statement. Each Director and Officer has a duty to place the interest of the Association foremost in any dealing with the Association and has a continuing responsibility to comply with the requirements of this Policy. Promptly following the adoption of this Policy, and thereafter not later than the first day of September of each year, each Director and Officer shall acknowledge his or her familiarity with this Policy and shall disclose in writing to the President any existing Direct or Indirect Financial or Other Material Interests or Co-Investment Interests subject to this Policy by completing a Conflict of Interest Disclosure Statement. The Conflict of Interest Disclosure Statements shall be reviewed by the President. Any issues not previously disclosed shall be referred by him or her to the Committee. The Conflict of Interest Disclosure Statements shall be retained in confidential files.

Section 11. Policy Supplements Applicable Laws. This Policy is intended to supplement but not replace any applicable state or federal laws or regulations governing conflicts of interest applicable to nonprofit charitable corporations.

Section 12. Reservation of Authority: The Board of Directors of the Association reserves the right to modify, amend or abolish this Policy by majority vote at any regular meeting of the Board or any special meeting of the Board called for that purpose.

As approved by the Board of Directors
this 24th day of September, 2009


Rodney J. Long, President

**Florida Association of Counties, Inc.
Conflict of Interest Disclosure Statement**

The Association's Conflict of Interest Policy requires any Director or Officer of the Association to disclose any Direct or Indirect Financial or Other Material Interest or Co-Investment Interest that he or she has or reasonably expects to have in any Arrangement with the Association, or in any other matter under consideration or to be considered by the Board of Directors, the Executive Committee, the Finance and Audit Committee, the Enterprise Committee or any other applicable committee, as so designated.

Please initial each statement that applies to you:

_____ I have read and am familiar with the Conflict of Interest Policy.

_____ I am not aware of any Direct or Indirect Financial or Other Material Interest or Co-Investment Interest that is required to be disclosed under the Conflict of Interest Policy.

_____ I have described in the attached letter every Direct or Indirect Financial or Other Material Interest or Co-Investment Interest that is required to be disclosed under the Conflict of Interest Policy. (Please attach a letter providing complete details of any Direct or Indirect Financial or Other Material Interest or Co-Investment Interest subject to the Policy.)

During the time that I am a Director or Officer of the Association, I agree to report promptly any future situation that might involve or appear to involve me or any of my Relatives in any potential conflict of interest with the Association.

I am completing this disclosure statement based on the definitions below that are taken from the Conflict of Interest Policy.

Signature: _____ Date: _____

Print Name: _____

For purposes of this Policy, a Director or Officer has a Direct or Indirect Financial or Other Material Interest in an Arrangement if he or she, or one of his or her Relatives (a) has a Substantial Financial Interest directly in the Arrangement; or (b) has a Substantial Financial Interest in any Involved Organization; or (c) holds a position as trustee, director, officer, member partner, or employee in any such party or Involved Organization. An "Involved Organization" is one that is a party to an Arrangement or is in any way involved in an Arrangement, including through the provision of services in connection therewith.

A Director's or Officer's financial interest will be considered substantial if it involves (a) an ownership or investment interest representing more than 1% of the outstanding shares of a publicly traded company or 5% of the outstanding shares or comparable interest of a privately owned company with which the Association has or is negotiating an Arrangement or which is an involved organization with respect to the Arrangement; or (b) an ownership or investment interest, which produces a significant amount of income for or constitutes a significant part of the net worth of the Director or Officer, or a Relative of the Director or Officer, as defined in the Policy, in any entity with which the Association has or is negotiating an Arrangement or which is an Involved Organization with respect to the Arrangement; or (c) a compensation arrangement of any kind with any entity or individual with which the Association has or is negotiating an Arrangement or with any Involved Organization with respect to the Arrangement.

Each Director and each Officer also is required to disclose whether he or she, or one of his or her Relatives, has personal funds invested with an investment manager providing, or expected to provide, investment management services to the Association or in a professionally managed investment fund in which the Association is invested or is considering investing (a "Co-Investment Interest"). For the purposes of this Conflict of Interest Policy, a "Professionally Managed Investment Fund" does not include mutual funds or other similar investment vehicles generally available to the investing public on essentially the same terms.

Partial list of companies having business relationships with the Association:

Aetna
Blue Cross
CHP
Design Farm, LLC
Guardian Dental Insurance
Hunt
Johnson & Blanton
Jones Management Consulting
Mortham Governmental
Nabors, Giblin & Nickerson, P.A.
Nationwide Retirement Services
Northwestern Mutual
Rapid Press, Inc.
Ron Sachs Communications, Inc.
Thomas Howell Ferguson
Smith Bryan Myers
Zurich North America